

DARSWEIL L. ROGERS, COMMISSIONER WADE R. FOWLER, JR., COMMISSIONER EVELYN O. SHAW, COMMISSIONER RONNA ROWE GARRETT, COMMISSIONER ELAINA L. BALL, CEO/GENERAL MANAGER FAYETTEVILLE PUBLIC WORKS COMMISSION 955 OLD WILMINGTON RD P.O. BOX 1089 FAYETTEVILLE, NORTH CAROLINA 28302-1089 TELEPHONE (910) 483-4401 WWW.FAYPWC.COM

October 4, 2021

**TO:** All Prospective Bidders

**FROM:** Trent Ensley, Procurement Manager

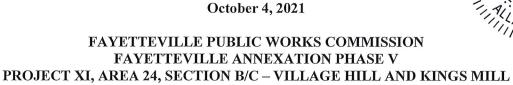
SUBJECT: ADDENDUM NO. 1

PWC2122016 – ANNEXATION PHASE V AREA 24 B/C CLIFFDALE ESTATES, VILLAGE HILLS, & KINGS MILL SUBDIVISION

- 1. The Specifications and Bid Documents are hereby modified or clarified per the attached documents.
- 2. The foregoing changes or clarifications shall be incorporated in the original Bid Documents and a signed copy of this Addendum No. 1 shall accompany the bid to acknowledge the bidder's receipt and familiarity with the changes and/or clarifications.

TE: tke	
Acknowledgement:	
Company	
Ву	
Date	





### **NOTICE TO CONTRACTORS:**

This Addendum shall become part of the Contract Documents for the above project.

Each Contractor shall be responsible for notifying their subcontractors of the contents of this Addendum.

Receipt for all Addenda must be acknowledged in the Contract Documents submitted with the bid.

Modified or newly issued specifications contained in this Addendum shall supersede and take precedence over any conflicting information in the original specifications.

**Item 1:** The following is the question received at the pre-bid and the response.

Question: Current PVC/Ductile market is volatile. What is PWC doing with price fluctuations between bid time and notice to proceed? How will PWC handle delivery delays?

Answer: PWC is aware of the current pipe market volatility and supply chain issues. Therefore, PWC is willing to evaluate the material prices at time of bid versus time of Contract Execution and consider compensation to address increased material costs that may be unknown at the time of the bid. This evaluation will only be considered for PVC and DIP pipe materials and will be conducted in the following manner: At the time the Contract is executed by PWC if prices have substantially increased (15% or greater), Contractor shall provide the dated quote from the supplier that was utilized to calculate the bid pricing, provide an updated quote from the supplier for all pipe material on the project for evaluation, and a schedule of values for the breakdown of the line-item prices for pipe related items (both PVC and DIP). In addition, the confirmed material delivery date shall be provided to PWC for all said material. This information will be used by PWC to consider: (1) the establishment of a notice to proceed date and (2) determination of any percentage of pipe price escalation. It shall be noted that compensation is not guaranteed and shall be based upon evaluation of material price increases with supporting documentation; an increase will only be considered if the difference in material cost is greater than a 15% escalation. If approved, a Change Order will be executed to reflect material price increases associated with PVC and DIP pipe materials only. Additional compensation for profit and overhead, associated with PVC and DIP pipe materials, will not be granted. The Contractor may request payment for stored materials for all PVC and DIP related items in accordance with the Contract Documents.

<u>Item 2:</u> The following are questions received during the previous advertisement for Area 24 B/C. The responses have been provided for clarification purposes.

1. There was mention of some sewer needing to be tested to water main standards. Will RJDIP services be needed in this area?

Answer: The sewer main that needs to be tested to water main standards applies to areas where minimum separations dictated in 15A NCAC 02T.0305(f) cannot be met. Any laterals on sewer mains tested to water main standards. Or laterals that are within 50 feet of wetlands must be RJDIP. The plans were revised to show the proposed RJDIP sewer laterals and a pay item is included in the bid form.

2. Can PWC tell us what a removable fence panel is? Do you have a detail for this?

Answer: The removable fence panel is meant to allow ease of access to utility easements while matching the material of the existing fence. Standard fencing has removable panels. Therefore, no detail is provided.

3. The pay item for undercut excavation in the sewer is for 2' plus the inside diameter of the pipe, not the full width of the trench; is this correct?

Answer: Per Specification Section 01025D Measurement and Payment – Sanitary Sewer Utilities (paragraph D-16), the undercut excavation includes two feet plus the inside pipe diameter.

4. In regards to the undercut excavation in the asphalt areas, can select soil fill be substituted for the ABC stone that is required?

Answer: Per details M.2 and M.3, the fill material in asphalt areas shall be compacted select fill. Subgrade shall be ABC stone. No substituting of select fill for ABC stone is allowed.

5. There is a general note regarding the repair of existing septic drain fields at each residence that are disturbed by the contractor. Does PWC have an idea of how many addresses that may have direct conflicts with lateral installation and the drain fields.

Answer: Information and locations of the septic drain fields are from County septic records that were available. The septic information is not exhaustive. As such, it is difficult to provide an accurate number of addresses where direct conflicts with lateral installation may be encountered.

6. Can PWC please provide a detail for the safety fence?

Answer: Safety fence shall be 4' heavy duty construction fence. No detail will be provided.

7. Is the rock outlet noted on C11 permanent or temporary only?

Answer: The rock outlet protections noted on C11 and C6 are to be permanent.

8. Is the concrete work noted incidental to the construction of the Seaford Road widening or will it be paid for at the contract line item? Will the sod be paid for at the contract line item?

Answer: The concrete sidewalk and concrete driveway removal and replacement for the Seaford Drive road widening will be paid at the contract line items A-9 and A-7, respectively.

- 9. Notes regarding the removal and replacement of storm drain tells us to center the joint over the main. Should the situation arise that there are two pipes joined together where the proposed main is located will PWC pay for the removal and replacement of the additional pipe or is the payment only limited to the LF noted at each location noted on the plan?
  - Answer: Payment for storm drain removal and replacement will be by linear foot indicated on the plans.
- 10. At MH C3, there is an Ex. 18" RCP line noted. If this needs to be removed and replaced, will it be paid for at the contract line-item or will it be considered incidental to the construction?
  - Answer: Removal and replacement of the 18" RCP will be paid for at contract line-item D-50. The quantity of 18" RCP to be removed and replaced at MH C3 is included in the bid form.
- 11. On C29, Scottsdale Drive, will the asphalt that extends beyond the sewer trench for the removal of the existing storm drain be paid for at the pay widths noted in the contract or is it considered incidental to the construction? Will the new line be paid for at the contract pay widths? Is the curb considered incidental?
  - Answer: The quantity of asphalt repair presented in the bid form is inclusive of construction of the open cut for both the storm and sanitary sewer and area between these pipes on this sheet.
- 12. There are large amounts of curb that will likely need to be replaced when completing the paving due to poor condition of the existing asphalt wedge curb. Without accurate detail of where the failed areas asphalt is included, it is difficult to account for the amount of curb that will have to be replaced (the curb is typically incidental to the paving operation and would have to be picked up by the contractor). Will PWC consider adding a pay item for any asphalt wedge curb? If so, just to clarify, the contractor will be paid for asphalt patch through the back of the curb at the contract line-item price? The only thing that would need to be priced for the curb is the curb itself and not the asphalt and base that it is on?

Answer: PWC does not pay for wedge curb. The contractor is to match existing pavement grades when replacement is necessary. The quantities for asphalt repair presented in the bid form cover asphalt replacement to the back of the curb.

13. What would warrant the use of PWC's failed areas asphalt? Is there a predetermined area where PWC's quantity was derived?

Answer: The applicability of failed areas asphalt is outlined in Specification Section 01025A Measurement and Payment – Street Construction. The failed areas pavement patch (pay item A-4) is an estimated quantity. This is a Project Coordinator and Project Engineer decision. The areas are not predetermined at the time of bid.

- 14. For line-item A-9, R&R Concrete Sidewalk, is any sod placement needed to the edge of the sidewalk considered incidental to the sidewalk installation or will the sod required be paid at the contract line item? What are the limits of payment for the sod?
  - Answer: Sod replacement is incidental to concrete sidewalk removal & replacement and restoration.
- 15. At Guinevere Court, the trench patching linework extends to the back of the curb and around the entire cul-de-sac. Is it PWC's intention to patch this entire cul-de-sac? Is the curb being replaced

also? Will sod beyond the back of the curb be paid for at the contract line item or is it considered incidental to the construction? Will PWC provide staking of the existing grades so that the patch can be put back to preconstruction grades? Is this typical for the cul-de-sacs noted the same way on the plans?

Answer: The pavement of the entire cul-de-sac bulb at the end of Guinevere Court is to be patched. The curb is not being replaced. The sod is considered incidental to the construction. PWC will provide staking of existing grades so the contractor can restore the pavement to the preconstruction grades. Paving the entire bulb is not typical for cul-de-sacs. Please refer to the plans to see the proposed paving limits at each of the cul-de-sacs within the project area.

- 16. Based on discussions with fence providers, the suggested largest wood and vinyl gate is 10' wide (to prevent the use of bracing cables to keep the gates from sagging). What would PWC like at these locations? Do you have a detail you can provide?
  - Answer: The required opening for the gate is 20 feet. The gate should consist of two 10-foot sections. Please refer to the Typical Chain Link Gate and Fencing detail M.17 as this will be similar for the wood and vinyl gates proposed.
- 17. In instances where the sewer main extends through the curb, the curb is typically considered incidental to the construction. Will payment for the asphalt be through the back of the curb?
  - Answer: Yes, payment for the asphalt is through the back of the curb.
- 18. Access to the sewer easement across from Seaford Drive will be difficult. Does PWC have any access recommendations at this time?
  - Answer: If additional access is required, it is the responsibility of the contractor to negotiate the additional access with the property owner and the contractor must follow the procedures outlined in the specifications (Please see paragraph 2.05.K of Section 01000 Special Provisions).
- 19. There are several instances where access to easements to install the bore pits is provided by a travel way that is across the top of the bore. To travel through these areas, clearing will need to be completed. Is the clearing going to be paid for at the contract line item? Is it included in the quantity provided by PWC?
  - Answer: Clearing of temporary and permanent utility easements, including clearing for access to install the bore pits, will be paid for at the contract line item and is accounted for in the bid form quantities.
- 20. The clearing for this project consists of a large amount of tall trees. In cases, there may be a distance gap between one portion of the easement that may not meet PWC's requirements for payment for clearing and when these trees start/stop. Will the contractor be paid in full for the clearing limits that are noted in the bid form for the permanent easement or will the areas that do not meet the requirements be excluded from payment?

Answer: The limits for clearing and grubbing are the permanent and temporary easements. PWC will not pay for any clearing performed outside of the permanent and temporary easements. If trees can be conserved within the temporary easements, PWC prefers to save them if possible. This is a Project Coordinator and field decision based on whether or not the trees within the temporary easements will survive post-construction.

# **Attachments:**

- 1. September 23, 2021 Pre-Bid Conference Attendees List
- 2. September 23, 2021 Pre-Bid Conference Meeting Minutes



DARSWEIL L. ROGERS, COMMISSIONER WADE R. FOWLER, JR., COMMISSIONER EVELYN O. SHAW, COMMISSIONER RONNA ROW GARRETT, COMMISSIONER ELAINA L. BALL, CEO/GENERAL MANAGER FAYETTEVILLE PUBLIC WORKS COMMISSION 955 OLD WILMINGTON RD P.O. BOX 1089 FAYETTEVILLE, NORTH CAROLINA 28302-1089 TELEPHONE (910) 483-1401 WWW.FAYPWC.COM

Phase V Annexation, Project X, Construction Area 24, Section B/C – Village Hills and Kings Mill
Pre-Bid Conference
September 23, 2021, 10:00AM
Teleconference

# Agenda:

- 1. Welcome and Introductions (See last page for attendees)
- 2. Project Overview
  - a. Sewer Installation
    - i. 13,454 LF of 8-inch Sanitary Sewer Main
    - ii. 87 EA Sanitary Sewer Manholes
    - iii. 182 EA Sanitary Sewer Laterals
    - iv. 285 LF of Storm Drain Relocation
- 3. Bid Items
  - a. Questions due by 5:00 p.m., Wednesday, September 29, 2021
    - i. All questions need to be submitted in writing to Nikole Bohannon, PWC Procurement Advisor (nikole.bohannon@faypwc.com)
  - b. Addendum issued by Monday, October 4, 2021
    - i. Answers to questions received
    - ii. Pre-bid Minutes
    - iii. List of Outstanding Easements
    - iv. Easement Special Conditions
    - v. NCDOT Encroachment
  - c. All Bids due 2:00 p.m. October 12, 2021; the bid documents specify the bid opening will be held at 2:00 p.m. Bids will be opened outside of PWC Operations Complex near the visitor entrance. All bid packages must be submitted directly to the Procurement Services Department or brought to PWC on the day of the bid opening. If mailing the bid, it is suggested the bidder obtain a tracking number and notify PWC by email that it is on its way. All bidders are reminded to inform security that they are turning in a bid to the Procurement Services Department, and not to leave the bid package at the security desk.
  - d. Notice to Proceed expected in January 2022
  - e. 300-day contract duration

- i. Calculation: 70 LF/day for sanitary sewer, 10 days for storm drain, and an additional 90 days added for miscellaneous tasks such as restoration and testing.
- ii. No additional time for weather delays has been included in the Contract Time Calculation. In accordance with the Contract Documents, the Contractor will be required to submit a request for time due to weather delays within 30 days of the occurrence. \$1,000 per day liquidated damages.
- f. A Bid Bond is required for this project and must be submitted with all bids.
- g. All prospective bidders should thoroughly review the Bid Evaluation information listed in Volume I of the Contract Documents. If any information is omitted, the submitted bid may be considered incomplete. Incomplete bid packages may be rejected as non-responsive. A Bid Evaluation Checklist has been provided.

## 4. SDBE and Local Participation Requirements

- a. PWC promotes utilizing SDBE and HUB businesses for services and supplies. PWC requests that bidders solicit SDBE and HUB businesses and report any efforts to do so.
- b. The SDBE contractors must be certified through the NC Office of Historically Underutilized Business or certified by NCDOT as an SDBE. A link to the SDBE and HUB online directory can be found in the bid packet.
- c. All SDBE documents required to be submitted with the bid are marked as such. Good faith opportunity and subcontractor utilization efforts can be documented in the SDBE forms provided.
- d. Bidders with questions or bidders that wish PWC to provide a list of possible SDBE and HUB businesses may contact Lexi Hasapis at <a href="mailto:lexi.hasapis@faypwc.com">lexi.hasapis@faypwc.com</a> or via phone at (910) 580-6900.
- e. Apparent lowest bidder is asked to turn in subcontractor payments with each pay application to include the final pay application.
- f. PWC values the participation of local vendors in our procurements. We encourage contractors to consider the use of local vendors whenever possible and identify such with your bid. Cumberland, Hoke, or Harnett Counties are considered local.

#### 5. Contract Items

- a. General and Administrative (Vol. I) Contains information specific to this project:
  - i. General Conditions
  - ii. Special Provisions
  - iii. Measurement and Payment
- b. Technical Specifications (Vol. II)
- c. Other Technical Information (Vol. II) Contains PWC technical specifications. Encroachments, permits, soil report, easement special conditions and other items pertaining to this Contract are found in the Appendices.

### 6. Construction Issues

- a. Encroachments
  - i. There is an NCDOT encroachment for the bore and jack crossing of Cliffdale Road at the intersection of Seaford Drive. These have been

- submitted to NCDOT, but PWC has not received approval prior to this meeting. Contractor should anticipate standard NCDOT requirements for work within the NCDOT right-of-way, to include time restrictions of 9:00am-4:00pm for lane closures and interruption of traffic.
- ii. Contractor should anticipate Performance and Indemnity Bonds with NCDOT for encroachment.
- b. Easement acquisition is complete.
  - i. The Contractor is expected to adhere to the easement special conditions listed in Volume II of the Contract Documents. The easement special conditions are also noted on the plans if they were known at the time of preparation of the plans and Contract Documents. Any additional special conditions will be provided by Addendum.
  - ii. All work to include clearing operations should be performed the PUE and TCE, or public right-of-way.
  - iii. Parcel Owners for Parcel Numbers 9487-02-9467- and 9487-12-0409- will not remove their own trees. Utility contractor should include tree removal within their bid for these parcels. Do not disturb the Crepe Myrtle off of the easement (outside the TCE and PUE).
- c. Customer Service It is expected that the Contractor recognize they are working in a subdivision. All personnel are to be respectful and courteous. The Contractor shall follow the Contract requirements for dealing with complaints that may arise during construction. The Contract working hours are 7 AM to 5 PM, Monday thru Friday (Contract Documents Volume I Section 1.06). The working hours will be enforced. There will be no work on weekends and PWC recognized holidays.
- d. Testing and Acceptance
  - i. Compaction testing will be conducted in accordance with the Contract Documents.
    - 1. Compaction testing will be coordinated by the PWC Project Coordinator.
    - PWC will contract directly with the materials testing firm and pay for all initial compaction testing. However, the Contractor will be charged for all retests and bracket testing for failed compaction testing.
  - ii. Testing of the sewer mains, manholes, and laterals shall be conducted in accordance with the Contract Documents.
    - 1. Contractor shall coordinate and schedule testing with the PWC Project Coordinator two (2) business days prior to requested test date.
- e. Traffic Control Traffic Control shall be in accordance with the most recent edition of the MUTCD, NCDOT Standards, and the Approved Traffic Control Plan. The Contractor is required to submit traffic control plans for approval to the Project Engineer for work in both NCDOT and City of Fayetteville roadways. These plans shall be approved prior to work beginning in any roadway. In accordance with the Contract Documents, the Contractor shall notify the City of Fayetteville and PWC by close of business the Wednesday of the previous business week, indicating which roadways will be affected by the work for the upcoming week. This notification shall include a brief sketch. The Contractor shall abide by all NCDOT and City of Fayetteville requirements when working within their respective rights-of-way.

- f. Erosion Control The Contractor will be required to abide by the approved erosion control plan and permit daily. The Contractor is also required to submit a supplemental erosion plan for their staging area to NCDEQ for approval. Upon completion of the project, the staging area shall be seeded, and ground cover established, in accordance with the requirements of the erosion control permit.
- g. Water Services
  - i. AQUA owns the water main within subdivisions.
  - ii. If an AQUA water service is damaged during construction, the Contractor is expected to replace the water service from main to meter with poly pipe. If any damage to facilities occurs, the PWC Project Coordinator and the AQUA representative shall be notified.
    - 1. AQUA's field representative during construction is Scott McMasters. He can be reached at (910) 728-1043.
  - iii. PWC has a 16-inch water main along Cliffdale Road. Any interruption of service to this water main is to be coordinated with the PWC Project Coordinator
- h. Restoration Sod will be utilized for all easement areas and lateral trenches. Areas outside the project limits that are damaged shall be considered collateral damage areas and shall be restored with sod at no cost to PWC.
- i. This project includes Permanent Pavement Patch, which consists of 8-inches of ABC stone base and 2-inches of surface course.
  - i. The Contractor will be required to place and compact 10-inches of ABC Stone in the trenches immediately after installation of the sanitary sewer main and laterals. The upper 2-inches of ABC-stone will be removed for paving. Contractor should review Section 01000 and Section 0125A, Measurement and Payment Item A-1, in Volume I of the Contract Documents.
  - ii. There will not be an overlay or an alternate bid for temporary patching on this Contract.
  - iii. A line item has been included in the bid form for permanent pavement patch in failed areas outside the trench limits, as previously identified by the City of Fayetteville. These areas will be painted by the City of Fayetteville Inspector prior to patching.
- j. Staging Area requirements can be found in Volume I, Section 01000, Paragraph 2.05 H. The Contractor is required to submit a plan to PWC, as indicated in the Contract Documents. Any Temporary Use and Truck Route Permit fees shall be the Contractor's responsibility. An approved supplemental erosion control plan is also the Contractor's responsibility.
- k. Truck Route Bond requirements can be found in Volume I, Section 01000, Paragraph 2.05 J, The Contractor will be required to bond those City streets outside the project limits that will be utilized for construction activities. A bond amount of \$25,000 is anticipated.
- 1. Temporary Construction Access Driveway permits have been submitted to NCDOT for these access locations. These are the only construction accesses to be utilized within the NCDOT right-of-way. Performance and Indemnity Bonds will be required by NCDOT for these driveway permits. The bond amount will be \$25,000 total for both of the driveways.
  - i. 8901 Cliffdale Road
  - ii. 9160 Cliffdale Road

- m. Social Distancing The Contractor shall adhere to NCDOT requirements when working within the right-of-way.
- n. Plan Comments
  - i. Sheet C23: Downstream manhole (Future Manhole by Others) will be constructed as part of the development. The development is currently under construction.
  - ii. Sheet C24: Existing well to be abandoned per local and state requirements 8926 Cliffdale Road (9487-02-5349-)
  - iii. Sheet C25: Sewer main between proposed MH C21 and C20 will need to be tested to water main standards. No clearing will be required or permitted in the undisturbed vegetative zone.
  - iv. Sheet C27: 7725 Scottsdale Drive (9487-00-0628-) is currently served from existing tie-in manhole. Contractor shall re-route sewer to proposed cleanout. See notes on plan sheet.

## 7. COVID-19

- a. Social Distancing requirements remain in place at this time. The Contractor should anticipate abiding by social distancing requirements, wearing masks when unable to do so, properly sanitizing and washing hands when coming in contact with others.
- b. The Contractor and subcontractors will need to comply with NCDOT COVID-19 working guidelines.
- c. If the contractor or subcontractor personnel comes in contact with someone who has been exposed to or tested positive for COVID-19, the contractor should inform the Project Coordinator and Project Engineer immediately.
- 8. Design Engineer Comments
  - a. Monroe Huckaby (WKD) reinforced the comment on plan sheet C25 regarding the vegetative zone.
  - b. Sheet C30: A jack and bore will be required between two new houses: 7726 and 7723 Guinevere Ct. (9477-90-5852-, 9477-90-6776-) This is the only access to the existing manhole. These properties are served from that manhole.
- 9. City of Fayetteville Comments
  - a. Not Present

## 10. Questions

- a. Question- Scotty Scott with Billy Bill Grading Co., Inc.: Current PVC/Ductile market is volatile. What is PWC doing with price fluctuations between bid time and notice to proceed? How will PWC handle delivery delays?
  - i. Answer- AJ Riddle with PWC: Feedback on this question will be provided in the Adendum prior to the Bid Opening.
- b. Any other questions were directed to <u>Nikole.bohannon@faypwc.com</u> before 5pm September 29, 2021.

## 11. Adjourn

Phase V Annexation, Project XI, Construction Area 24, Section B/C – Village Hills and Kings Mill Pre-Bid Conference September 23, 2021, 10:00AM Teleconference

NAME	COMPANY	EMAIL	PHONE
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