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January 6, 2022

TO: All Prospective Bidders

FROM: Trent Ensley, Procurement Manager

**SUBJECT: ADDENDUM NO. 8
PWC2122010 – ANNUAL CONTRACT FOR COMMERCIAL
UNDERGROUND DISTRIBUTION CONSTRUCTION**

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. 8 shall accompany the bid to acknowledge the bidder's receipt and familiarity with the changes and/or clarifications.

TE: tke

Acknowledgement:

Company_____

By_____

Date_____

ANNUAL CONTRACT FOR COMMERCIAL UNDERGROUND DISTRIBUTION CONSTRUCTION

ADDENDUM NO. 8

January 6, 2022

FAYETTEVILLE PUBLIC WORKS COMMISSION

NOTICE TO BIDDERS:

This Addendum shall become a part of the Contract Documents for the above project. The selected Contractor shall be responsible for notifying all subcontractors of the contents of this Addendum.

Revised or newly issued wording, drawings, or specifications contained in this Addendum shall supersede and shall take precedence over any conflicting information which was previously issued. All other terms and conditions of the Contract Documents remain unchanged.

ITEM 1: The following are the questions received prior to the second deadline for questions.

1. Sections 5 and 6 of the Construction Agreement and other parts of the Contract Documents refer to PWC withholding retainage. In practice, how does PWC intend to apply retainage and final payments to a contract based on Work invoiced on hourly labor and equipment basis?
 - a. Under Section 6 of the Construction Agreement, the retainage is discretionary (please also note that the retainage language in the General Conditions has been stricken in accordance with Section 25 of the Construction Agreement). PWC does not intend to use the retainage provision unless either required by the contractor's surety or the contractor at least twice fails to properly complete performance of the work assigned via issuance of work orders for which PWC has been invoiced.
2. Does PWC expect to process invoices exclusively on a monthly basis?
 - a. PWC does not expect to process invoices exclusively on a monthly basis. Submittal of invoices may be negotiated after award and prior to the notice to proceed.
3. Section 7 of the Construction Agreement and other parts of the Contract Docs refer to liquidated damages. In practice, how does PWC intend to apply LDs on this hourly contract?
 - a. PWC will not seek liquidated damage unless PWC and the contractor agree on a completion deadline for a particular work order to be assigned under the Construction Agreement. Historically, PWC has not requested completion deadlines for work orders under contracts of this nature.

4. Section 3.04.A. says that utilities shall be “dug up” a minimum of fourteen (14) calendar days in advance of actual installation so that the Engineer can make adjustments. Does PWC expect Contractor to dig up utilities 14 days in advance of construction?
 - a. Requirement to dig up utilities 14 days in advance of construction is hereby stricken.
 - b. No sites will be visited by PWC personnel prior to construction beginning. All buried utilities for the projects assigned will need to be identified by NC811, that the selected utility contractor is responsible for requesting service from.

5. In the General Construction Agreement (GCA), Part 9 refers to Cost of the Work and Unit Price Work. Section 9.02 refers to units. What is PWC’s intent by including these paragraphs if the work is to be performed on an hourly basis?
 - a. Section 9.02 is hereby stricken from the General Terms and Conditions of the Construction Agreement.