



**PURCHASING**

**June 4, 2018**

**MEMO TO:** Prospective Bidders  
**FROM:** Francesca Cameron, Purchasing Agent  
**SUBJECT:** **Addendum #1: ITB – Mirror Lake Dam Hurricane Repairs**

**DUE DATE AND TIME: June 14, 2018; 5:00 p.m.**

1. The Bid Documents are hereby modified per the attached Addendum #1 dated June 4, 2018. To include the following:
  1. **Vendor Questions with City responses**
  2. **Pre-Bid Conference Attendance**
  3. **Permit Application – Truck Route Permit**
  4. **Permit Application – Temporary Use Permit**
  5. **CAD File Electronic Access Form - Schnabel Engineering**
  6. **Geotechnical Data Report has been uploaded to dropbox file.**
  7. **Attached is Pricing Form – In MS Excel Format**
2. The foregoing changes shall be incorporated in the Bid Documents, and a copy of the Addendum #1, signed by the Bidder, must accompany the Bid to indicate the Bidder's familiarity with the changes.

**Bidder Acknowledgement:**

Bidder Name (Print): \_\_\_\_\_

Bidder Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

## **VENDOR CONCERNS/QUESTIONS ANSWERED**

*Below are a few points of Clarification from the City related to this project:*

**1. Question: Does the City have a business license fee requirement?**

Answer: No.

**2. Question: When is Notice to Proceed expected to be issued?**

Answer: A date for Notice to Proceed cannot be determined at this time. Tentatively this is planned for early July. The City will take into account any manufacturer lead times with the awarded vendor PRIOR to issuing the Notice to Proceed.

**3. Question: What permits are the Contractors required to obtain?**

Answer: Temporary Use / Special Event Permit and Truck Route Permit. Both permit applications are attached for your information but are not required until after contract award is made.

**4. Question: Please clarify the Control of Water requirements.**

Answer: A Control of Water Plan must be submitted to Schnabel Engineering for review and approval in accordance with the specifications before beginning the Work. The plan presented within the bid documents sealed by Schnabel Engineering is under review by NCDEQ and will be an approved plan prior to construction. If the Contractor wishes to deviate from this plan, then a revised plan shall be prepared by the Contractor at their expense and NCDEQ review will once again be required which could take as many as 60 calendar days. **THE CITY WILL NOT GRANT A TIME EXTENSION FOR REVIEWS.**

**5. Question: Please clarify the City's SBDE Goals.**

Answer: There is not a subcontractor goal requirement for this project. However, City has an aspirational goal of 10% for all formal construction projects. Please be sure to list all subcontractors your firm plans to utilize and if available any possible designations (i.e. minority, women, veteran owned etc).

**6. Question: Is there any geotechnical information (e.g., boring logs, subsurface investigation report, etc.) available for review by prospective contractors prior to bid?**

Answer: The Geotechnical Data Report has been added to the Dropbox for your information and is not to be considered part of the contract documents.

**7. Question: Based on language in part 4e of Contract Requirements, it would appear that "Builder's Risk Insurance" is not required since this is not a building project. Please confirm that "Builder's Risk" is not required, and please confirm however that "Owner's and Contractor's Protective Liability" Insurance is required [or please advise otherwise].**

Answer: No, Builder's Risk Insurance is not required, however, Owner's and Contractor's Protective Liability is required. The Contractor shall secure and maintain during the life of the contract, an Owner's and Contractor's Protective Liability insurance policy for the City, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.

- 8. Question: Can the “Limits of Disturbance” be moved outward into lake footprint to allow prospective contractors the ability to modify alignment and/or footprint of the upstream cofferdam in connection with the required Control of Water plan?**

Answer: The environmental permit is being reviewed by agencies based upon the Limits of Disturbance shown on the plans. No change will be made at this time.

- 9. Question: Please provide the required cell size and cell depth of the Geoweb to be used under ACB overtopping protection.**

Answer: 6” depth and cell size of 11.3 inches by 12.6 inches

- 10. Question: Under what bid item will contractor be compensated for the Aquadam at the U/S cofferdam?**

Answer: Section C: Drainage. Item 17

- 11. Question: Please review the units for Bid Item 54 which seem like should be CY (vs. LS)**

Answer: The unit for Bid Item 54 shall be CY. Bid Pricing Schedule has been updated.

- 12. Question: Please consider adding a bid item for Project Management and Coordination (i.e. City of Fayetteville Technical Specifications SECTION 00132)**

Answer: The associated costs for the work defined as Project management and Coordination will not be considered a separate bid item and shall be included as part of other bid items as seen fit.

- 13. Question: Please consider extending the duration of the project a minimum of 45 calendar days in order to provide adequate time to complete construction in accordance with the contract documents or please consider eliminating or at least reducing the cost (\$1,000/day) of liquidated damages.**

Answer: The contract time shall remain 150 calendar days and the City has reduced the liquidated damages to **\$500/day**.

- 14. Question: What hours will the Contractor be allowed to work.**

Answer: The work hours for this project have been set as Monday – Friday, 7 AM to 7 PM.

- 15. Question: The Contract Drawings show a gas line to be relocated by others. Will this relocation take place before the start of construction? Will the owner be coordinating this relocation?**

Answer: The City is coordinating this relocation and is awaiting a schedule from Piedmont Natural Gas.

- 16. Question: Will power lines/poles be de-energized or relocated? If not – is the Contractor responsible for supporting any electrical pole whose stability might be affected by construction?**

Answer: The City is coordinating relocation with PWC for 30 days prior to the start of construction. Please see Plan Sheet 31 of 32 for relocation plan.

- 17. Question: Can the CAD files for existing & proposed line work (earthwork, curb, structures etc.) be made available?**

Answer: Yes. Please fill out the release form attached and submit to Maridee Graves at Schnabel Engineering (provided below). Her email address is [mgraves@schnabel-eng.com](mailto:mgraves@schnabel-eng.com) and her telephone number is 336-274-9456.

- 18. Question: Would the City of Fayetteville consider moving the due date to June 21st, 2018?**

Answer: The bids are due at 5pm on June 14<sup>th</sup>, 2018.

**19. Question: Can the bid be submitted electronically? If so – can you provide instructions for submittal?**

Answer: The bids must be submitted in hard copy format no later than 5pm on June 14<sup>th</sup>, 2018.

**20. Detail 6/Sheet 12, the 4'-0" vertical dimension is not referencing any place in particular on the top of the ACB starter wall. Please clarify height of starter wall.**

Answer: The top of the 4'-0" vertical dimension shown should be attached to the upper left corner of the ACB starter wall. The height of the ACB starter wall is be 3'-9".

**21. Bid Item 35 Misc. Exterior Improvements: Is there any other exterior improvement scope to include in this bid item other than the permanent access road gate?**

Answer: Bid Item 35 includes work covered under Sections 02831 (chain link fences), 02931 (sod), and 02950 (trees, plants, and ground cover).

# MEETING SIGN IN SHEET



Innovative approaches  
Practical results  
Outstanding service

PROJECT NAME: Mirror Lake Dam Rehabilitation

PROJECT NUMBER: FYT17196

MEETING PURPOSE: Pre-Bid Conference

DATE: 5/29/2018

FACILITATOR: David Webb

	NAME	REPRESENTING	PHONE	EMAIL
1	David Webb	Freese and Nichols	919-275-5768	david.webb@freese.com
2	John Larch	City of Fayetteville	910-433-1240	jlarch@ci.fay.nc.us
3	Russ Rickels	TA Loving	919-580-7998	rrickels@taloving.com
4	Bruce Sekaly	Sequoia Services	336-906-0022	Bruce@sequoia.com
5	Paul Stephenson	Crowder	919-614-1699	pstephenson@crowderusa.com
6	David Pittman	TA Loving	919-580-8727 919-734-8400	dpittman@taloving.com
7	Matthew Boise	Bridge Point Civil	919-922-1286	mboise@bridgepointnc.com
8	Jeremy Smith	Bridge Point Civil	919-330-1234	jsmith@bridgepointnc.com
9	Ryan Fitzpatrick	Kiewit	470-336-8919	Ryan.Fitzpatrick@kiewit.com
10	Joe Schiavone	SS Civil Constructors	919-201-2134	Jschivone@sscivil.com
11	Maridee Garves	Schnabel Engineering	336-274-9456	mgraves@schnabel-eng.com
12	Tom Fitzgerald	Schnabel Engineering	336-274-2546	Tfitzgerald@schnabel-eng.com
13	Tony Grubbs	Freese and Nichols	919-582-5866	tony.grubbs@freese.com
14	Eric Stanton	ACF Environmental	910-409-3926	estanton@acfenv.com
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**APPLICATION FOR TRUCK ROUTE PERMIT  
(SECTION 20-65 FAYETTEVILLE CITY CODE)**

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

\_\_\_\_\_

STREETS TO BE USED FOR TEMPORARY TRUCK ROUTE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REASON FOR REQUESTING TEMPORARY TRUCK ROUTE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPROXIMATE TIME REQUIRED TO COMPLETE PROJECT: \_\_\_\_\_

**TEMPORARY TRUCK ROUTE PERMIT**

CONDITIONS OF THIS PERMIT:

1. The City of Fayetteville, by the act of approving this temporary truck route, does not relieve the Contractor and/or Haulers from liability for any damages occurring to the streets or utilities during the course of this project.

2. The Contractor is responsible for all damages to streets, curbs and gutters or shoulder areas that occur during the life of this project, due to increased volume of heavy truck traffic. (Hauling wet material, overloaded trucks and lowboy trucks damaging street loading and unloading equipment.)
3. Any changes or additions to the approved truck route must be reviewed and approved by the City prior to any change of the approved plan.
4. The Contractor accepts full responsibility for:
  - A. All subcontractors.
  - B. All trucks and equipment either owned, rented or leased by the Contractor by others. The Contractor is to make all operators of said trucks or equipment aware of (1) the haul route, (2) any deviation from haul routes will result in the driver being prosecuted under the provisions of City Truck Route Ordinances 16-91, 16-92, 16-93, 16-94 and/or (3) the provisions of N.C.G.S. 20-118, Weight of Vehicles and Load.
5. The City of Fayetteville reserves the rights to have any truck or piece of equipment removed from project.
6. The Contractor shall not haul wet material that cannot be contained in the bed of dump trucks. Trucks that allow loose or wet material to spill out of trucks are **not** acceptable.
7. A 50-foot long stone bed will be required at haul road entrances to paved streets to keep amount of mud and debris tracked on paved streets to a minimum.
8. The Contractor will be responsible for the cleaning of the designated truck route at the end of each workday.
9. The Contractor will erect and maintain traffic control measures for the project in accordance with North Carolina Department of Transportation Work Zone Traffic Manual. (City reserves the right to alter this manual where conditions warrant.)
10. The proposed truck route shall have been inspected by the City Engineer and/or his designee, and a written report prepared and furnished to and receipted for in writing by the Contractor.
11. An indemnity permit bond or irrevocable letter of credit in the amount determined by the City Engineer has been furnished to the City and the City Attorney has approved the bond.
12. Upon completion of the construction work, the City Engineer and/or his designee shall re-inspect the temporary truck route and a written report of any damages shall be provided to and receipted for in writing by the Contractor.

13. Any damages reported by the City Engineer shall be paid by the Contractor within thirty (30) days of receipt of the written final inspection report or the indemnity permit bond shall be forfeited to the City.
14. Upon satisfactory payment of any damages reported by the City Engineer in the final inspector report, the indemnity permit bond shall be discharged.
15. In the event that the Contractor shall disagree with any decision of the City Engineer, the Contractor may appeal that decision to the City Manager within fifteen (15) days, and the City Manager, after affording the Contractor an opportunity to be heard on the matter, shall make a final decision. Where the decision of the City Engineer involves the determination of either the amount of the bond to be posted or the amount of damages after final inspection, as an alternative to appeal to the City Manager, the City Engineer and the Contractor shall jointly select a professional registered engineer to make the determination, and any expenses incurred by said professional engineer shall be paid by the Contractor. The decision of the City Manager or the independent professional engineer shall be final (Ord. No. 1992-9, Section 2, 5-18-92).

The Undersigned, being an officer of the Company with the contractual obligations of performance of the project, agrees to the conditions of this permit and guarantees compliance.

\_\_\_\_\_  
 NAME OF CONSTRUCTION COMPANY

\_\_\_\_\_  
 TYPED NAME OF OFFICER

\_\_\_\_\_  
 SIGNATURE OF OFFICER OF COMPANY

\_\_\_\_\_  
 TITLE

APPROVAL: \_\_\_\_\_  
 CITY ENGINEER

DATE: \_\_\_\_\_





# Temporary Use/Special Event Permit Application Form

433 Hay Street, Fayetteville, North Carolina 28301  
910-433-1612 Fax # 910-433-1776

Submittal Date: \_\_\_\_\_ Received by: \_\_\_\_\_

**Notes:**

- 1. The maximum time frames for temporary uses and special events are listed in Section 30-4.E of the Chapter 30.

**1. General Project Information**

Project Address:

Tax Parcel Identification Number:

Zoning District:  Overlay Zoning District(s):

**2. Written Description of Temporary Use (attach additional sheets as necessary)**

A) Provide a written description of the temporary use and/or special event, including the dates, hours of operation, and duration of temporary use, including setup, removal, and cleanup. Attach additional sheets, maps, sketches, or photos, as needed.

B) Describe the current uses on the site.

C) Identify the existing uses and zoning district designations on all adjacent properties, including any across the street.

D) Please identify any possible negative impacts from the proposed temporary use and/or special event, and how they will be addressed.

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E) Demonstrate how the proposal will comply with the standards for temporary uses and/or special event in the City code.

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**3. Temporary Sign Information**  
Only complete if your temporary use includes signage

Dimensions (length x width)(feet):			
Sign Area (square feet):		Sign Copy Area (square feet):	
Sign Height (feet):		Sign Setback:	
Illumination:	<input type="checkbox"/> None <input type="checkbox"/> Internal <input type="checkbox"/> External		
Wall Sign Only – Length of wall upon which the sign is to be installed (feet):			

**4. Submittal Requirement Checklist**

*(Submittals should include 3 copies of listed items, unless otherwise stated.)*

<input type="checkbox"/>	Temporary Use Permit Application Form
<input type="checkbox"/>	Copy of an approved Certificate of Appropriateness (COA) if located within the HLO district
<input type="checkbox"/>	Application fee
<input type="checkbox"/>	A plot plan drawn to scale that includes the location of lot, adjacent streets within 200', size of property, location of parking and electrical power source, location and size of other accessory structures, and proposed landscaping plan and lighting information
<input type="checkbox"/>	List of vendors, including name, address, phone number, and copy of their city business license, where applicable
<input type="checkbox"/>	Any additional information determined to be necessary by the Development Services Department

**5. Primary Point of Contact Information for the Pre-application Conference**

Primary Point of Contact Name:			
Mailing Address:		Fax No.:	
Phone No.:		Email:	
Signature:		Date:	

Approved

Denied

Authorizing Signature \_\_\_\_\_

Date \_\_\_\_\_

## TERMS & CONDITIONS FOR USE OF ELECTRONIC DOCUMENT FILES

The following are the Terms & Conditions under which the data and information contained in the electronic communications, electronic drawing file media and CADD data transferred by electronic mail, websites, computer disks or other electronic media (the "File(s)") are provided to and may be used by Recipient. Acceptance of these Terms & Conditions is a precondition to Consultant's authorization for any use of the File(s) by Recipient or any person receiving it/them through Recipient. Recipient may not make any use whatsoever of the File(s) other than as provided under these Terms & Conditions. ACCESSING THE FILE(S) OR VIEWING ANY FILE(S) CONTENTS SHALL CONSTITUTE RECIPIENT'S AGREEMENT WITH THESE TERMS.

1. All data contained in the File(s), including original drawings represented by electronic drawing files, survey field data and edits, interpretations and original engineering designs, reports, logs, calculations, and other information are and shall remain the sole and exclusive property of Consultant.
2. If Recipient is/was Consultant's client for the project that is the subject of the File(s), Consultant transmits the File(s) to Recipient for the limited purpose of indicating only those existing and/or proposed conditions as provided by the agreement for Services between Consultant and Recipient. If Recipient is/was not Consultant's client for the project, Consultant transmits the File(s) to Recipient as a courtesy and for informational purposes only.
3. Signed paper prints of documents constitute the contract deliverables for any agreement for Services. Recipient assumes the risk that File(s) may differ from the paper deliverables.
4. If Recipient has any question about the completeness, accuracy, or proper interpretation of any of the information contained in the File(s), it should immediately contact Consultant for clarification.
5. Recipient should retain the original copy of the File(s) as an archival record, and keep a list of all other copies made of the File(s) from the original. Recipient agrees to provide Consultant a copy of the list of all such copies upon request.
6. Any use of the File(s) other than as authorized herein without Consultant's prior written consent is prohibited. Further, any change, addition, deletion, adaptation, extension, or original design based on the File(s) (collectively "Changes") by Recipient are at Recipient's sole risk and without liability to Consultant. Recipient agrees to indemnify, defend and hold harmless Consultant from all claims, damages, losses, and expenses (including attorney's fees, time of Consultant's staff, and any other costs of investigation or defense) arising out of or related to any unauthorized Changes.
7. The File(s) is/are for the exclusive use of Recipient. Recipient may not transfer any portion of the File(s) to any third party without: (a) obtaining Consultant's prior written consent to such transfer; and (b) expressly conditioning the third party's use of the File(s) upon the third party's agreement to be bound by these Terms & Conditions.
8. Recipient agrees to indemnify and hold harmless Consultant from and against claims, damages, and liabilities for defects or inappropriate use of the File(s) created or transmitted by Consultant.

Schnabel Engineering

Project #: 17C21025.00

SCHNABEL PROJECT NAME: Mirror Lake Dam Hurricane Repairs

SCHNABEL PROJECT NUMBER: 17C21025.00

SCHNABEL PROJECT MANAGER: Maridee Romero-Graves

RECIPIENT

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**BID PRICING SCHEDULE**  
**ITB Mirror Lake Dam Hurricane Repairs**

**UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of work completed and of changes in the scope of the work, all in accordance with the contract documents

<b>Mirror Lake Dam Hurricane Repairs</b>						
<b>Item</b>	<b>Bid Item Description</b>	<b>Spec No.</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Bonds, Insurance, Mobilization, and Demobilization	01 30 00	1	LS		
2	Temporary Facilities and Controls	01 50 00	1	LS		
3	Construction Survey	01 57 50	1	LS		
<b>Section B: Roadway</b>						
4	Removal of Existing Asphalt Pavement	00440	1,490	SY		
5	Flowable Fill	00485	25	CY		
6	Incidental Milling	00440	100	SY		
7	Soil Type Base Course	00415	1,650	SY		
8	Asphalt Surface Course SF9.5A	00450	190	TN		
9	Asphalt Binder	NCDOT 1020-2	15	TN		
10	Curb and Gutter	00455	1,000	LF		
11	Driveway Apron	00455	30	SY		
12	Guardrail	NCDOT 1046	225	LF		
13	GREU, Type 350 TL-2	NCDOT 1088-3	4	EA		
14	Additional Guardrail Posts	NCDOT 1046-3	5	EA		
15	Thermoplastic Pavement Marking Line (4", 120 mils)	00495	900	LF		
16	Permanent Access Road	00410; 00420; 31 05 13; 31 05 19; 32 31 13	1	LS		
<b>Section C: Drainage</b>						
17	Control of Water	01 57 60; 31 23 19	1	LS		
18	Catch Basin	00490	11	EA		
19	CB Frame and Grate	00490	11	EA		
20	Standard Junction Box	00490	1	EA		
21	15" RC Pipe Culv, Class III	00475	104	LF		
22	24" RC Pipe Culv, Class III	00475	92	LF		
23	30" RC Pipe Culv, Class III	00475	60	LF		
24	36" RC Pipe Culv, Class III	00475	212	LF		
25	36" CS Pipe Culverts	00475	48	LF		
<b>Section D: Utilities</b>						
26	Remove Abandoned Existing Water Line As Needed	02 41 16	200	LF		
27	Remove Abandoned Existing Sanitary Sewer As Needed	02 41 16	200	LF		
28	Remove Abandoned SS Manhole As Needed	02 41 16	2	EA		
29	Adjust SS Manhole to Grade	02532; 00465	2	EA		
30	Remove Existing Stormwater line	02 41 16	500	LF		
31	Remove Storm Structure (MH & Inlet)	02 41 16	7	EA		
32	Adjust Storm Manhole to Grade	02532; 00465	2	EA		
<b>Section E: Geotechnical</b>						
33	Clearing and Grubbing	00405; 02120	1	LS		
34	Topsoil, Seeding and Mulching	00480	0.8	AC		
35	Miscellaneous Exterior Improvements	02950; 02931; 02831	1	LS		
36	Earthfill	31 05 13	6,000	CY		
37	Imported Drainfill	31 05 16	190	CY		
38	Riprap	31 05 16	100	SY		
39	Common Excavation	31 23 16	8,600	CY		
40	Silt Fence	31 25 13	3,845	LF		
41	Construction Entrance	31 25 13	70	SY		
42	Stone Outlets	31 25 13	17	EA		
43	Riprap Pipe Inlet and Outlet Protection	31 25 13	1	LS		
44	Temporary Diversion Berms	31 25 13	180	LF		
45	PVC Drain Pipes	31 27 10	1	LS		
46	Aggregate Base Course Beneath Outlet Structure	00420	80	CY		

47	Articulated Concrete Block Revetment System	31 30 00	16,250	SF		
48	Orange Safety Fence	SP-1	1,520	LF		
<b>Section F: Structures</b>						
49	Mud Mat	00485	330	CY		
50	Miscellaneous Structure Demolition	02 41 16	1	LS		
51	Pipe Cradle	03 30 00	250	CY		
52	Spillway Riser	03 30 00	370	CY		
53	Low-Level Drain	03 30 00; 33 11 13; 33 12 16	1	LS		
54	Outlet Wingwall and Slab	03 30 00	130	CY		
55	Floodwall & ACB Concrete Starter Wall	03 30 00; 04 21 13	90	CY		
56	Railing	05 52 00	57	LF		
57	Pre-Stressed Concrete Cylinder Pipe	40 05 39	1	LS		
					<b>TOTAL</b>	
UNIT DEFINITIONS: LS=Lump Sum, CY=Cubic Yards, AC=Acres, SF=Square Feet, SY=Square Yards, LB=Pounds, EA=Each, TN=Tons						
OTHER DEFINITIONS: SP=Special Provisions						