



PURCHASING

March 14, 2025

MEMO TO: Prospective Bidders
FROM: Kimberly Toon, Purchasing Manager
SUBJECT: **Addendum #2:** ITB – 288 & 294 Murray Fork Road Drainage Improvements
DUE DATE AND TIME: **March 24, 2025; 2:00 p.m.**

1. The Bid Documents are hereby modified per the attached Addendum #2 dated March 14, 2025. To include the following:
 - a. **Questions and Answers**
 - b. **Attaching updated bid form deleting line item: “A-28 Select Borrow CY 80”**
 - c. **Attaching pre-bid agenda.**
 - d. **Extending bid due date from March 17, 2025, to March 24, 2025; 2:00 p.m.**
2. The foregoing changes shall be incorporated in the Bid Documents, and a copy of the Addendum #2, signed by the Bidder, must accompany the Bid to indicate the Bidder’s familiarity with the changes.

Question: Please clarify the differences between Bid Item A-14 for 80cy of select borrow and Bid Item A-28 for 80cy of select borrow.

Answer: There is no difference the City will remove Bid Item A-28 for 80cy of select borrow.

Question: Having the modifications of CB-3 and CB-4 as incidental to the 15” RCP leaves the Contractor in a potential position of not being fully paid for this work if the footage of pipe is reduced for any reason. Can a bid item be added for modifying the two catch basins?

Answer: The City will not add a bid item for the modification of CB-3 and CB-4. The city will pay at a minimum the footage between CB-3 and CB-4 noted on the plans and any additional footage necessary between CB-3 and CB-4.

Question: Please confirm that bedding stone for the double wall HDPE pipe will only need to be 6” below the pipe per detail DR-1. Other projects have required bedding stone from 6” below the pipe to 6” above the pipe for HDPE.

Answer: The bedding stone will only be required 6' below the HDPE pipe per detail DR-1.

Question: Can you send the pre-con meeting minutes.

Answer: The pre-bid meeting agenda is attached.

Question: How will unforeseen conditions be handled?

Answer: Unforeseen conditions will be handled through the change order process in the contract. Please refer to Contract Document 00 73 30.

Question: Who is responsible for the cost and coordination associated with existing utility relocations?

Answer: There are no utility relocations on this project. If a utility is found to be in conflict, the owner will be responsible for the cost.

Question: Regarding subsurface conditions, is the site classified or unclassified?

Answer: Subsurface conditions will be considered unclassified.

Question: What is the anticipated notice to proceed?

Answer: The City prefers to issue a NTP 2 weeks after the pre-con but will be reasonably flexible based on material delivery and availability.

Question: How flexible is the start date of the project?

Answer: The City will be reasonably flexible on the start date

Question: Can you please provide a list of plan holders?

Answer: The plans are available under the project bid on the City website.

Question: Is there a designated lay down yard?

Answer: There is no designated lay down yard. However, laydown within the construction limits will be allowed with the exception of the road Right-of-Way.

Question: If utility relocations are encountered, who is responsible for the costs associated?

Answer: There are no utility relocations on this project. If a utility is found to be in conflict, the Owner will be responsible for the cost.

Question: Can you please provide a detail for concrete driveway replacement?

Answer: There is no detail for concrete driveway replacement. They will replace with the same material at a 4" depth.

Question: Are there any special requirements for this project?

Answer: There are no special requirements for this project.

Question: Section 3.03.A of the Temporary Facilities and Controls portion of the bid manual states a 6' tall chain-link construction fence is required around the site as well as off-site storage yards. Will this be a requirement for this project?

Answer: Section 3.03.A is not a requirement for this project.

Question: Are there any milestones related to this project?

Answer: There are no milestones in the contract.

Question: Related to Section 4.06 Special Damages of the EJCDC Agreement: What, if any, are the values of any fines or penalties that could be imposed on the Owner for this project?

Answer: Section 4.06 is not a requirement for this contract.

Question: What costs are related to engineering, construction observation, inspection, and administrative services, as well as overtime, that could be imposed on the Contractor?

Answer: There are no costs related to engineering, construction observation, inspection, and administrative services, as well as overtime in this contract. Section 4.06 is not a requirement for this contract.

Question: We request that SC-15.01.C.1 be removed from the Supplemental Conditions. 30 days for the Engineer to review a pay application is excessive.

Answer: The engineer will review and approve the pay application for processing within 10 business days.

Question: Regarding clearing and grubbing:

Does the entire easement need to be grubbed or can the Contractor just remove stumps in the pipe path? Stumps outside the pipe path would be ground 2-3 inches below grade.

Answer: There is no easement in this project. The confines of this project are delineated with a Limits of Disturbance as noted on the plans. The entire area of the LOD (Limits of Disturbance) does not need to be cleared/grubbed. The notes on the plans state to “REMOVE & DISPOSE TREES AS NEEDED” or “REMOVE & DISPOSE EXISTING SHRUBS AND VEGETATION AS NEEDED”. Unless removal of the tree/shrub/vegetation is necessary for access to/excavation of/replacement of the pipe OR the damage to adjacent roots will cause the vegetation to die at a later date then the vegetation can be left. Any vegetation removed will be removed completely. The City will not allow the stumps to be ground below grade.

Question: Can cleared material be chipped and spread on site or does the Contractor need to remove and haul away all material?

Answer: The Contractor will remove and haul away all cleared material.

Bidder Acknowledgement:

Bidder Name (Print): _____

Bidder Signature: _____

Date of Signature: _____

00 41 16 Bid Form Exhibit A

Project:	288 & 294 Murray Fork Drive Drainage Repair DAP	Project No.:
Owner:	City of Fayetteville	
Engineer:	Byron Reeves	
Offeror:		

Base Bid						
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount	
Items in Base Bid (excluding Allowances) per Section 01 29 01 "Measurement and Basis for Payment"						
A-01	Mobilization, Bonds, Insurance & Permits	LS	1			
A-02	Traffic Control	LS	1			
A-03	Erosion Control	LS	1			
A-04	Clearing & Grubbing, (to include all shrubs and trees)	LS	1			
A-05	Remove Existing 4' High Chainlink Fence & Double Gate	LF	218			
A-06	Remove Existing Asphalt Curb & Gutter	LF	341			
A-07	Remove Existing Concrete Driveway	SY	15			
A-08	Remove & Dispose Existing Headwall	EA	2			
A-09	Remove & Dispose Existing 24" pipe	LF	10			
A-10	Remove & Dispose Existing Catch Basin	EA	1			
A-11	Install & Maintain Temporary Pet Protection Fencing	LF	25			
A-12	Plug existing 24" RCP and grout fill	LF	189			
A-13	Undercut Excavation	CY	80			
A-14	Select Borrow	CY	80			
A-15	18" HDPE (in yard) & Bedding Stone	LF	167			
A-16	24" HDPE (in yard) & Bedding Stone	LF	172			
A-17	15" RCP (in roadway) & Bedding Stone	LF	40			
A-18	Install Catch Basin (0'-6" depth) to include Bedding Stone (minimum 6" depth) (NCDOT STD 840.02)	EA	2			
A-19	Install Headwall (COF STD DR-18) & Bedding Stone (minimum 6" depth)	EA	2			
A-20	Install Manhole(8'-10' depth) to include Bedding Stone (minimum 6" depth)	EA	1			
A-21	12" Thick Class 'B' Rip Rap, (Rip Rap Dissipator)	TN	50			
A-22	Filter Fabric, (NCDOT,Type 2)	SY	20			
A-23	Asphalt Pavement Patch	SY	110			
A-24	Install 24" Vertical Concrete Curb & Gutter	LF	341			
A-25	Replace Concrete Driveway	SY	15			
A-26	Install New 4' High Chainlink Fence & Gate(s)	LF	218			
A-27	Sod, (centipede)	SY	1,010			
A	Total Base Bid Items Amount (Sum of Extended Amounts for each Base Bid Line Item) in Figures: (I.E. 1,727,850.00)				\$	-
	Total Base Bid Items Amount (Sum of Extended Amounts for each Base Bid Line Item) in Writing:					

BID SUBMITTED BY:	
Offeror:	_____
Signature:	_____
Printed Name:	_____
Title:	_____
Date:	_____



AGENDA – PRE-BID DAP 288 & 294 MURRAY FORK DRAINAGE IMPROVEMENTS

Date: March 05, 2025

General Information:

BIDS Due

March 17, 2025

Contract Time

The Project has an expected duration of **120** days.

Liquidated Damages

Substantial Completion: Contractor shall pay Owner \$1000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1000.00 for each day that expires after such time until the Work is completed and ready for final payment.

Questions Deadline

Questions received less than forty-eight (48) hours prior to the date for opening of Bids may not be answered.
amberlyives@fayettevillenc.gov

Purchasing Items

DBE Compliance
Certificate of Insurance
Sales Tax Use Form (Prime and Subs)

Bid Bond

Required and in accordance with contract

Payment Bond

Required and in accordance with contract

Performance Bond

Required and in accordance with contract

Project Scope of Work

The Installation of 156 LF of 24" HDPE, 167 LF of 18" HDPE, 40 LF of 15" RCP, 2 precast headwalls w/ rip rap energy dissipation, 1 precast junction box w/ manhole cover, 2 precast junction boxes with catch basin covers, 3 driveway aprons, 341 LF of 24" vertical curb, 218' of 4' chain link fence.

Insurance Requirements

Provide Insurance Certificates in accordance with contract requirements.



The Contractor shall not commence work under this Contract until he has obtained all insurance required and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. See Other Provisions Section (2) (c) below titled "Subcontractors."

Subcontractors - Contractor shall include all subcontractors as insurers under its policies OR shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Permits, Licenses, Notices

Contractor shall procure and bear the costs of all permits, licenses, fees and inspections and give all notices necessary and incidental to the due and lawful prosecution of the work.

Contractor's Guarantee

If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.

If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.



Construction Schedule:

The Contractor shall submit a construction schedule to the City of Fayetteville Project Manager within (10) calendar days after receipt of "Notice to Proceed and prior to beginning the work." Said schedule is to be updated and submitted monthly with the Contractor's application for payment. The schedule will show tasks to be performed, start date, finish date and relationships between tasks. The City prefers MS Project for project scheduling but will accept other such program types provided they comply with this section.

Staging Areas:

The contractor shall be required to secure staging areas for storing materials, equipment, etc. All costs including, but not limited to, rent, restoration, site maintenance, erosion control measures and permit fees, if any, shall be at the responsibility of the Contractor. The Contractor will submit a Staging Area Operation Plan for each site consisting at a minimum of the following for review and comment

1. The layout of each staging area clearly identifying use areas and sufficient in detail and scale to indicate the proximity of activity to adjacent residences and businesses.
2. Transportation plan including routes for both ingress and egress;
3. Dust control measures both on site and along transportation routes necessary to minimize the transmission of material onto streets used for ingress and egress and,
4. Hours of operation and noise mitigation measures.

In an effort to minimize the inconvenience, if any, of a staging area to the neighborhood, the Owner shall have the right to reject the proposed location of any staging area where the proximity shall be near any prior or current annexation project related staging area and determines that the continued usage of the area will negatively impact the previously impacted neighborhood. The Contractor is responsible for complying with all applicable local, state, and federal regulations related to the operation of staging areas. All staging areas will be subject to inspection by the Owner, or agent thereof, for compliance with this section without prior notice. Any deficiencies will be documented by Owner and written notice will be given to Contractor in accordance with the contract conditions. Contractor must rectify deficiencies in a reasonable time frame. Failure to do so will result in breach of contract.

END OF AGENDA

DAP 288 & 294 MURRAY FORK DRAINAGE IMPROVEMENTS

DATE: March 05, 2025 TIME: 10:00am

SUBJECT: DAP 288 & 294 MURRAY FORK DRAINAGE IMPROVEMENTS PRE-BID

NAME	COMPANY	PHONE	FAX	MOBILE	E-MAIL
Jeff Riddle	COF	(910) 322-6358			jeffriddle@fayettevillenc.gov
David Norman	COF	(910) 988-1080			davidnorman@fayettevillenc.gov
Joshr Robbns	COF	910 433-1616			joshrrobbs@fayettevillenc.gov
Ryan Forsden	CEF	910 483 1773			RyanTrosden@FayettevilleNC.gov
BJ Lanier	Lanier Construction	(252) 286-6739			bj@lanierconstruction.com
Daniel Belton-Mackinney	"	"	(984) 379-2207		Daniel@lanierconstruction.com
Nick Melvin	Brave Construction Company	(919) 631-7126			Nick.Melvin@BraveCon.com
Matt Peck	TA Leung	9A 926 1370			MPeck@Pui-nc.com
Rick Williams	EST Enterprises, Inc.	910-567-6138			Rickw@esandj.com
Amberly Ives	COF	910 483 1358			amberlyives@fayettevillenc.gov