



June 13, 2024

ADDENDUM #1

Sanderford Road Park Retaining Wall (274-PR-Sandwall-2024)
2623 Sanderford Road,
Raleigh, NC 27607

Notice to All Bidders.

Bidders on this Sanderford Road Park Playground Retaining Wall are hereby notified that this Addendum shall be attached to and made part of the above-named Project Manual dated May 2024.

The following items add to, modify, and clarify the Bidding and Contract Documents and shall have the full force and effect of the original documents. Bids shall conform to those items and the cost change, if any, of these items shall be included in this bid price.

Clarifications:

1. The bid date has been changed to June 28, 2024 at 4:30pm. All other instructions remain the same.
2. Please include tree protection fencing, see updated drawing showing tree protection fencing locations.
3. Please include tree removal as an alternate, see revised bid form.
4. Limit of Work is shown on the revised drawing. This Limit of Work should be established using orange mesh temporary fencing with secure stakes.
5. Staging areas are being shown inside the Limit of Work line.

Questions:

1. Is there a bid bond requirement?

Answer: There is no bid bond requirement.

2. The proposed wall has an engineered front with the back of the wall appearing to be, typically, below grade. Due to this exposure and in keeping the same elevations, you will see the back of the block in various locations. How should this be finished off?

Answer: The 6" elevated condition that exists with the current timber will not occur if block is set at the elevations described on the plan. The goal was to eliminate that higher condition. The product selected should have either cap product that is finished on both all sides, or a whole block option that can be finished on all sides.

3. Will the Contractor be able to utilize asphalt walkways for construction purposes (i.e., equipment)? Will the Contractor be held responsible for damages resulting from general use of asphalt walkways to complete scope?

Answer: The site will need to be accessed from the main asphalt path from the parking lot. Access can also occur on the path surrounding the playground between the playground and ballfield. Coordination of deliveries will need to include flagmen or staff from construction crews notifying pedestrians of the activity and helping guide the material delivery to the project site staging area. All efforts should be made to preserve the integrity of the existing paving conditions which may include limiting the amount of material delivered to the playground at one time to reduce weight loads. An allowance of \$5,000 will be added to bid form.

4. Will the City be responsible for replacing the sand lost during construction?

Answer: The base bid should account for the replacement of sand required due to construction. The bid form will add a unit price per cubic yard of replacement of sand.

5. Will the wooden timbers be recycled.

Answer: The contractor shall dispose of all existing timbers.

6. Will the park remain open to the public during construction?

Answer: Yes, the park overall will remain open, but the playground area itself will remain closed. The revised plan shows the limit of construction. During the preconstruction meeting the Agency and contractor will continue with strategizing how to most efficiently deliver the completed project. Certain paths may be closed such as the path between the playground and the ballfield for portions of the project as necessary to ensure the ability to work and public safety.

Contact Information:

Project Manager

Terry Naranjo

Terry.naranjo@raleighnc.gov

Attachments:

- Pre-bid sign-in sheet
- Revised Site Plan Addendum No. 1
- Revised Bid Form
- Revised Allowance Page
- Revised Unit Prices Page
- Tree Protection Fencing Detail

CITY OF RALEIGH – BID PROPOSAL FORM
Sanderford Road Park Playground Retaining Walls
PROJECT # 274-PR-SANDWALL-2024 (Informal Bid)

City of Raleigh
Parks, Recreation, and Cultural Resources Department
Park Development and Communications
Attn: Terry Naranjo, Capital Project Manager
222 West Hargett Street, Suite 601
Raleigh, North Carolina 27601

Date: _____

The undersigned bidder hereby signifies that it is their intention and purpose to enter into a Contract with the City of Raleigh, N.C. to furnish all labor, materials, tools, equipment, apparatus, supplies, etc. required and to do all the work necessary for and because of the construction, erection, and/or installation of the proposed

Sanderford Road Park Playground Retaining Walls
Project No. 74-PR-SANDWALL-2024
for the City of Raleigh, N.C.

The undersigned bidder has carefully examined and understands the Form of Contract, the Form of Contract Bonds, the General Conditions, the Supplemental Conditions, and the Plans and Specifications, all of which are acknowledged to be part of the proposal and the Proposal Form. The undersigned 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.

The undersigned agrees to provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and will 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 Contract and in accordance with the true intent and meaning thereof, and in accordance with these documents and within the time limit specified.

In addition to all other agreements and assurances, the undersigned Bidder understands and hereby agrees as follows:

1. If this contract is awarded to the Bidder, the Bidder, upon completion of this contract, or at any other time requested, furnish to the City of Raleigh an accurate itemized statement of North Carolina Sales Taxes paid on materials, supplies, equipment, and any other items charged to this contract, and otherwise fully comply with the *Procedure for Reporting North Carolina Sales Tax Expenditures*, attached.
2. The Bidder represents and agrees to complete the entire project in the following number of Consecutive Calendar Days: **One-hundred fifty (120) days from the date on the Notice to Proceed.**
3. The Bidder agrees to comply with the City's policy to encourage bidders to use Certified MWBE businesses as specified in the City's MWBE Requirements.

The Bidder agrees to execute the work described and set forth in the Plans and Specifications for the amounts as follows:

Base Bid (not including Tree Removal):

\$ _____
(In written words)

\$ _____
(In numerals)

Add Alternate No. 1: Tree Removal and Stump Grinding – 10-20” DBH. Total for removal of the two trees indicated on the plan.

\$ _____
(In written words)

\$ _____
(In numerals)

Name of General Contractor and License Number _____

NC GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.

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 changes to the base bid quantity of the work all in accordance with the contract documents.

<u>No. 1</u> Unsatisfactory soil removal	<u>CY</u>	Unit Price (\$)_____
<u>No. 2</u> Fill ABC Placement	<u>CY</u>	Unit Price (\$)_____
<u>No. 3</u> Segmental Block Retaining Wall	<u>SF</u>	Unit Price (\$)____
<u>No. 4</u> Tree Removal	10-20" DBH	Unit Price (\$)_____
<u>No. 5</u> Replacement of Playground Sand	<u>CY</u>	Unit Price (\$)_____

ALLOWANCES

INCLUDE IN THE BASE BID PROPOSAL, the following allowances as specified in Division 1 Allowances Section 01 21 00.

Allowance No. 1: Lump-Sum Allowance: Include the sum of \$8,000 for Owner's contingency.

Allowance No. 2: Lump-Sum Allowance: Include the sum of \$5,000 for asphalt repair.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please check here if no addenda were received: _____

Acknowledged for: _____
(Name of firm or corporation making bid)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

PROPOSAL SIGNATURE PAGE

If the proposal exceeds \$500,000.00, the bidder is required to furnish surety as specified in the Construction Contract. Upon failure to do so, the bidder agrees to forfeit to the Owner, attached cashier's check, certified check, or bid bond in the amount of 5% of the total bid proposal or:

\$ _____.

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project.

Respectfully submitted this day of _____

By: _____
(Name of firm or corporation making bid)

WITNESS:

(Proprietorship or Partnership)

By: _____
Signature

Name: _____
Print or type

Title _____
(Owner/Partner/President/VP)

Address _____

ATTEST:

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

License No. _____

Federal I.D. No. _____

Email Address: _____

(CORPORATE SEAL)

BIDDER QUALIFICATIONS:

The Bidder shall furnish the following information designed to assist the Owner in determining whether or not the Bidder is qualified to perform the work described in the Bid and Contract Documents:

1. List three references with contact person and telephone number who are qualified to objectively judge the results of similar work performed by the bidder in the last three years.

A. _____
NAME AND TITLE TELEPHONE NUMBER

PROJECT TITLE/DOLLAR AMOUNT DATE OF COMPLETION

Project Role: Prime GC Subcontractor

B. _____
NAME AND TITLE TELEPHONE NUMBER

PROJECT TITLE/ DOLLAR AMOUNT DATE OF COMPLETION

Project Role: Prime GC Subcontractor

C. _____
NAME AND TITLE TELEPHONE NUMBER

PROJECT TITLE/ DOLLAR AMOUNT DATE OF COMPLETION

Project Role: Prime GC Subcontractor

2. List previous contracting experience, including contract dollar amounts:

NOTE: The Bidder shall attach additional sheets of information as needed to provide above requested information.

ADDITIONAL BIDDER'S CERTIFICATION

Acceptance of Terms:

In submitting this Proposal, the undersigned agrees that this Bid will remain in effect for a period of ninety (90) days following the opening of the Bids, that the undersigned agrees to enter into a Contract with the Owner, if awarded, on the basis of this Proposal, and that the undersigned agrees to complete the work in accordance with the Contract Documents.

Non-Collusion in Bidding:

The Bidder specifically agrees to abide by all applicable provisions of Article 3 of Chapter 133 of the North Carolina General Statutes. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or to any competitor;
2. Unless otherwise required by law, the prices quoted in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Type of Business:

The undersigned hereby represents that it is a

_____ (corporation, partnership, or an individual)

If a corporation, the undersigned further represents that it is duly qualified as a corporation under the Laws of the State of North Carolina and it is authorized to do business in this State.

_____ Firm Name

_____ Date

_____ Authorized Signature

_____ Title

_____ Roberts Park Dog Run
Name of Project

_____ Address of Business

CONTRACTOR'S PERFORMANCE POLICY

RESOLUTION NO. (1992) -790

A RESOLUTION TO REGULATE THE PARTICIPATION IN THE CITY CONSTRUCTION PROJECTS BY CONTRACTORS WHO MAY NOT BE CAPABLE OF TIMELY AND PROPER COMPLETION OF CITY PROJECTS.

WHEREAS, The City of Raleigh wishes to minimize cost and inconvenience to the citizenry caused by the failure of contractors to complete projects in a timely manner in accordance with approved project schedules; and

Whereas, North Carolina law allows cities to award bids to responsible bidders and the inability to complete work on time is one indication of a lack of responsibility.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RALEIGH:

Section 1. That the City Manager may disqualify bidders from participation in bidding and award of contracts for city construction projects based on the following conditions existing simultaneously:

A. The dollar value of the work completed is less than the dollar value of the work which should have been completed on the basis of the contractor's approved progress schedule by more that twenty percent of the current contract amount. The dollar amount of the work completed will be the total estimate to date shown in the latest partial pay estimate. The current contract amount will be the contract estimate plus accumulated overruns and less accumulated underruns shown in the latest partial payment estimate.

B. The percentage of the work completed is less than the percentage of contract time elapsed on the work by more than twenty percent. The percentage or work completed will be the dollar value of the work completed as defined above divided by the current contract amount as defined above. The percentage of contract time elapsed will be the number of calendar days elapsed as shown in the latest partial pay estimate divided by the total contract time in calendar days.

Section 2. The City Manager shall not include any late days, which are caused by the City in any of his calculations directed at determining bid status.

Section 3. All City construction project specifications shall contain a specific provision clearly outlining the policies set in this Resolution, including the criteria for determining whether a contractor is behind schedule, and the specifications shall clearly state the City's intent to enforce the provisions of this Resolution.

Section 4. The terms of the Resolution shall apply only to contracts for which the specifications for bidders are issued after the effective date of this Resolution.

Section 5. Any contractor who wishes to contest the decision of the City Manager declaring ineligibility may appeal to the City Council by delivering a notice of appeal to the City Clerk no later than ten days after receipt of the City Manager's decision. The notice of appeal shall clearly set out the reasons why the Contractor believes that the terms of this Resolution have been inappropriately applied or the equitable arguments for not applying this Resolution's terms. When considering an appeal the City Council shall consider, among other things, the report of the City Manager, the notice of appeal, and the contractor's current status on any other current City Contracts and its performance on any contracts to which the contractor and the City have been parties to within the two calendar years immediately preceding the filing of the notice of appeal.

Section 6. Bidders so disqualified shall remain disqualified for any period in which they are still in conflict with the schedule provisions of this section.

Section 7. This Resolution is effective upon adoption Adopted 10/6/92

SIGNATURE

PRINTED NAME

TITLE

Firm Name

DATE

SECTION 01 22 00 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing unit prices.
 - 1. Unit price is an amount incorporated in the Contract, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3 and on Bid Proposal Form. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 1: Unsatisfactory soil removal
 - 1. Description: Contractor to provide unit price for all costs associated with over excavating, hauling off, and replacing unsatisfactory soils.
 - 2. Unit of Measurement: Unit cost per one (1) cubic yard of unsatisfactory soils removed.

- B. Unit Price No. 2: ABC Fill placement
 - 1. Description: Contractor to provide unit price for all costs associated with the furnishing, delivery, placement, and grading of ABC fill soil on project site.
 - 2. Unit of Measurement: Unit cost per one (1) cubic yard of ABC fill soil placed.

- C. Unit Price No. 3: Segmental Concrete Block Retaining Wall
 - 1. Description: Contractor to provide unit price for all costs associated with the placement of Segmental Block Retaining Wall .
 - 2. Unit of Measurement: Cost per Square Yard

- D. Unit Price No. 4: Tree Removal
 - 1. Description: Provide unit price for removal of tree from 10-20" DBH. Price to include grinding the existing stump to 12" below grade.

- E. Unit Price No. 5: Replacement of Playground Sand. Provide a unit price to replace the playground surface sand that is removed due to construction activities.

END OF SECTION 01 22 00

SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by Allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor.
 - 2. If necessary, additional requirements will be issued by approved City of Raleigh Cost Change Proposal Authorizing Use of Owner's Contingency Allowance within Construction Contract.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Quantity allowances.
 - 3. Contingency allowances.

1.3 INFORMATION SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.4 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.5 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Engineer under allowance and shall include taxes, freight, and delivery to Project site.

- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials selected by Designer under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.6 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Engineer for Owner's purposes and only by written approval through the City of Raleigh Cost Change Proposal Authorizing Use of Owner's Contingency Allowance within Construction Contract that indicate amounts to be charged to the allowance.
- B. Approved City of Raleigh Cost Change Proposal Authorizing Use of Owner's Contingency Allowance within Construction Contract authorizing use of funds from the contingency allowance will include Contractor's related costs and overhead and profit margins as defined by general and supplemental conditions found in this project manual.
- C. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by approved City of Raleigh Cost Change Proposal Authorizing Use of Owner's Contingency Allowance within Construction Contract.

1.7 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
 - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and

installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

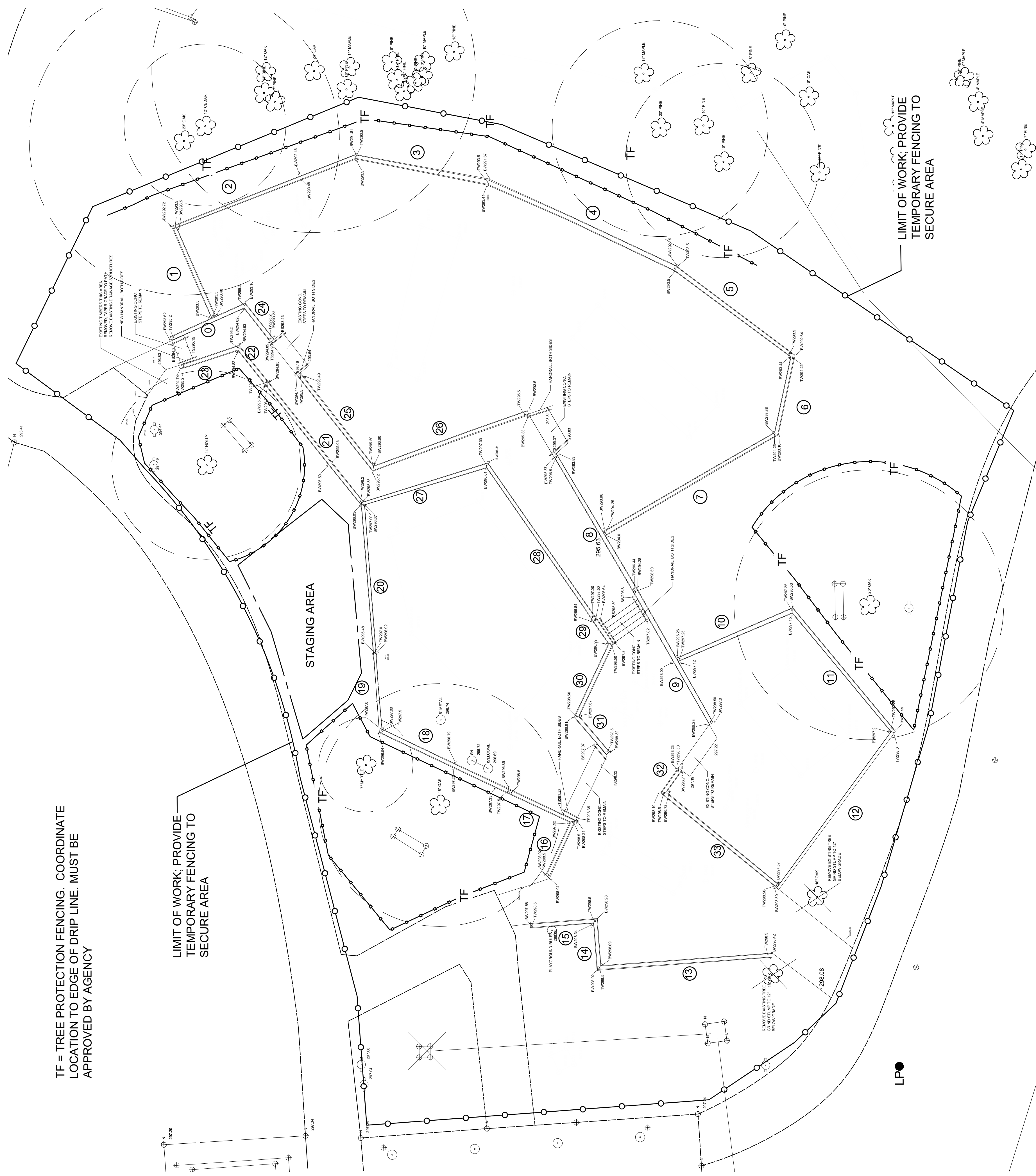
A. Allowance No. 1: For Owner's Contingency

1. Description: Contractor to provide unit price as shown on the bid form.
2. Unit Cost Unit of Measurement: Units as pre-determined by Unit Cost on Bid Proposal.
3. **Allowance Amount: \$8,000 (Eight Thousand Dollars and 00/100 cents)**
4. Coordinate quantity allowance adjustment with all corresponding sections of the Contract Documents.

B. Allowance No. 2: For Repair of Existing Asphalt Path

1. Description: Contractor to provide unit price as shown on the bid form.
2. Unit Cost Unit of Measurement: Units as pre-determined by Unit Cost on Bid Proposal.
3. **Allowance Amount: \$5,000 (Five Thousand Dollars and 00/100 cents)**
4. Coordinate quantity allowance adjustment with all corresponding sections of the Contract Documents.

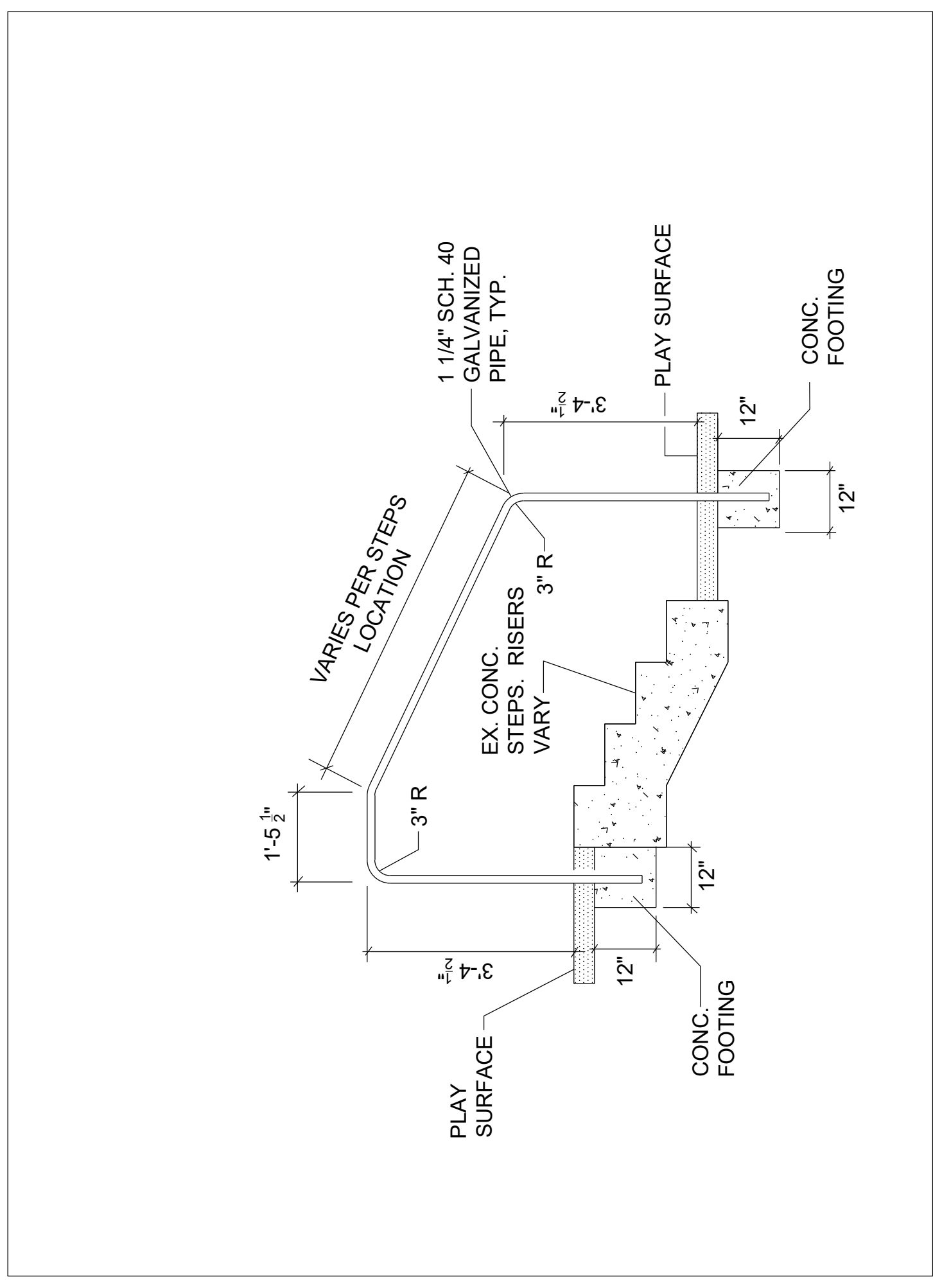
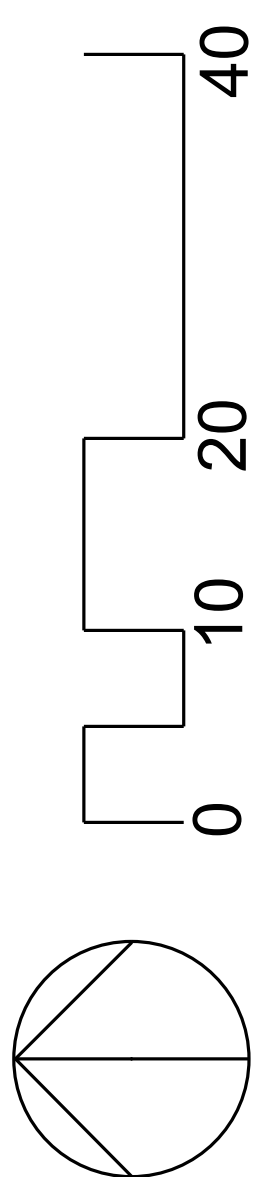
END OF SECTION 01 21 00



TF = TREE PROTECTION FENCING. COORDINATE LOCATION TO EDGE OF DRIP LINE. MUST BE APPROVED BY AGENCY

LIMIT OF WORK: PROVIDE TEMPORARY FENCING TO SECURE AREA

LIMIT OF WORK: PROVIDE TEMPORARY FENCING TO SECURE AREA



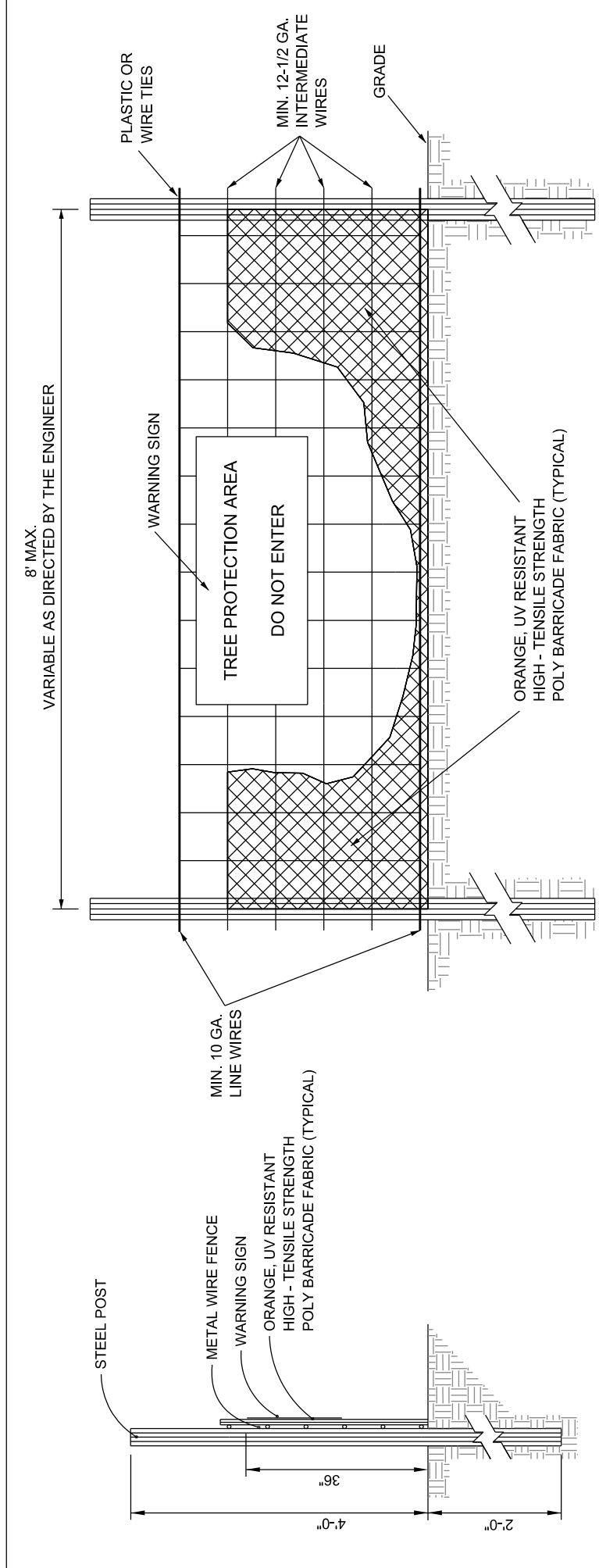
HANDRAIL AT CONC. STEPS

SANDERFORD ROAD PARK
PLAYGROUND WALLS

SITE PLAN - REVISED (ADD No.1)

May, 2024

Revised 6.13.24

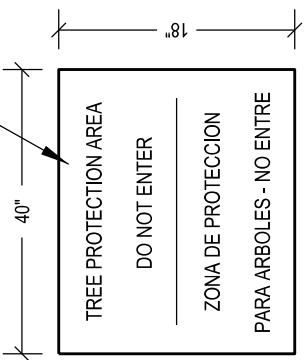


SIDE VIEW

FRONT VIEW

NOTE: FOR TREE PROTECTION ONLY

PROVIDE WARNING LANGUAGE IN BOTH ENGLISH AND SPANISH, AS SHOWN



WARNING SIGN DETAIL

NOTES:

1. TREE PROTECTION FENCING MUST BE INSTALLED AT A MINIMUM RADIUS OF THE CRITICAL ROOT ZONE (SEE DETAIL TPP-02 FOR EXAMPLES)
2. THE TREE PROTECTION FENCING MUST REMAIN IN PLACE FOR THE DURATION OF THE PROJECT UNLESS OTHERWISE APPROVED BY URBAN FORESTRY STAFF.
3. APPROVED IMPACT PROTECTION DEVICES MUST BE REMOVED AFTER CONSTRUCTION WHEN APPLICABLE.
4. SIGNS SHALL BE PLACED AT 50' MAXIMUM INTERVALS; PLACE A SIGN AT EACH END OF LINEAR TREE PROTECTION AND 50' ON CENTER FOR THE REMAINDER
5. FOR TREE PROTECTION AREAS LESS THAN 200' IN PERIMETER, PROVIDE NO LESS THAN ONE SIGN PER PROTECTED AREA.
6. ATTACH SIGNS SECURELY TO FENCE POSTS AND FABRIC.
7. ADDITIONAL SIGNS MAY BE REQUIRED BY CITY OF RALEIGH BASED ON ACTUAL FIELD CONDITIONS.
8. SIGNS ARE TO BE MADE OF DURABLE, WEATHERPROOF MATERIAL WITH LETTERS A MINIMUM OF 2 1/2" HIGH, CLEARLY LEGIBLE AND SPACED AS SHOWN.

CITY OF RALEIGH STANDARD DETAIL		
REVISIONS	DATE: 8/2020	NOT TO SCALE
STANDARD TREE PROTECTION DETAIL		
TPP-01		

CONTACT INFORMATION:
CITY OF RALEIGH PARKS, RECREATION AND CULTURAL RESOURCES DEPARTMENT
URBAN FORESTER:
TREES@RALEIGHNC.GOV
WWW.RALEIGHNC.GOV