

## **REQUEST FOR BOARD ACTION**

### **HENDERSON COUNTY BOARD OF COMMISSIONERS**

**MEETING DATE:** February 4, 2008

**SUBJECT:** Construction Contract for Jackson Park Sewer

**ATTACHMENTS:** Yes

1. Recommendation of Award
2. Utility Easement for Hendersonville Utilities
3. Sketch of Sewer Layout

#### **SUMMARY OF REQUEST:**

The FY08 Budget provides funding for construction of sewer in Jackson Park. William G. Lapsley, PA has designed and bid the sewer. The bids were opened on Friday, January 18, 2008 with the low bid being \$190,089 from Harry's Ditching, see attached Recommendation of Award. Note, the bid includes the sewer system at \$162,165 and services connections to all the park restrooms and the Coop Extension Building (\$27,924). The Jackson Park office building is not included but can be serviced in the future should the septic system fail. In order to provide five percent (5%) construction contingency, it is recommended that the Construction Contract be approved with contingency to the amount of \$200,000 which is budgeted in the FY08 budget.

In addition to approval of the Construction, the attached Easement with Hendersonville Utilities needs to be approved. Hendersonville Utilities has agreed to take over the sewer for ownership and maintenance provided the County provide an Easement over the proposed sewer and a proposed alignment for a future extension. The proposed alignment will provide sewer access for an adjacent subdivision when Hendersonville undertakes the extension. This easement will not limit the recreational functions at Jackson Park. The attached sketch shows the Hendersonville's future extension.

**BOARD ACTION REQUESTED:** Approve the recommended Construction Contract for the Jackson Park sewer with 5% construction contingency at \$200,000. Also, approve the Sewer Easement for City of Hendersonville Utilities for the Jackson Park sewer and a future extension to allow Hendersonville to serve adjacent properties.

#### **Suggested Motion:**

I move the Board of Commissioners approve the Construction Contract for the Jackson Park Sewer with Harry's Ditching at \$190,089.00 with contingency to total \$200,000, and further move to authorize staff to execute the associated Sewer Easement with the City of Hendersonville.



## William G. Lapsley & Associates, P.A.

Consulting Civil Engineers and Land Planners

William G. Lapsley, P.E.  
William R. Buie, P.E.  
G. Thomas Jones III, P.E.  
Donald L. Hunley, P.E.

January 22, 2008

Mr. Marcus Jones, P.E.  
Director of Engineering and Facilities Services  
213 1<sup>st</sup> Avenue East  
Hendersonville, NC 28792

Re: Jackson Park Sewer Extension  
Recommendation of Award  
WGLA #07138

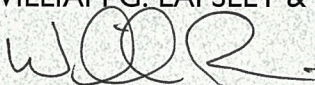
Dear Mr. Jones:

Informal bids were received on Friday, January 18, 2008 for the sewer extension to serve Jackson Park. Three bids were received from qualified contractors. The bids ranged from a low of \$162,165.00 submitted by Harry's Ditching to a high of \$206,821.00 submitted by Gosnell Construction. The contractors also submitted unit pricing for the installation of 4" sewer services for the connection of the individual bathrooms in the Park. Harry's Ditching's unit price of \$12/LF was the lowest submitted. A copy of the bid tabulation of all the pricing is included with this letter.

Based on our review of the bids, I recommend that you accept the bid from Harry's Ditching for the Jackson Park sewer extension in the amount of \$162,165.00. Further, if you accept their bid for installation of sewer services, the estimated cost for this work is \$27,924.00 bringing the total contract to \$190,089.00. Keep in mind that this is a unit price bid and payment will be made to the Contractor based on installed quantities. Acceptance of this bid should be contingency on approval of all final permits.

If you have any questions or need additional information, do not hesitate to contact our office.

Sincerely,  
WILLIAM G. LAPSLEY & ASSOCIATES, P.A.



William R. Buie, P.E.

# HENDERSON COUNTY - Jackson Park - Sewer Extension

## Bid Tabulation

wgla # 07138

			Harry's Ditching	Steppe Construction	Gosnell Construction
<b>1</b>	<b>Sanitary Sewer Improvements</b>				
2	8" PVC Sanitary Sewer Lines	2,130 LF @	\$30.00 = \$63,900.00	\$40.00 = \$85,200.00	\$42.00 = \$89,460.00
3	8" DIP Sanitary Sewer Lines	126 LF @	\$40.00 = \$5,040.00	\$45.00 = \$5,670.00	\$46.00 = \$5,796.00
4	4' Diameter Manhole	12 EA @	\$2,400.00 = \$28,800.00	\$2,400.00 = \$28,800.00	\$2,700.00 = \$32,400.00
5	Washed Stone Bedding	1,000 TN @	\$32.00 = \$32,000.00	\$26.00 = \$26,000.00	\$35.00 = \$35,000.00
6	4" Sewer Services	7 EA @	\$500.00 = \$3,500.00	\$900.00 = \$6,300.00 *	\$1,000.00 = \$7,000.00
7	Asphalt Repair (Per detail)	270 SY @	\$50.00 = \$13,500.00	\$67.00 = \$18,090.00	\$60.00 = \$16,200.00
8	Concrete Repair (Per detail)	12 SY @	\$70.00 = \$840.00	\$200.00 = \$2,400.00	\$60.00 = \$720.00
9	Silt Fencing	1,789 LF	\$5.00 = \$8,945.00	\$4.00 = \$7,156.00	\$5.00 = \$8,945.00
10	Other Incidental Erosion Control Measur	1 LS @	\$2,000.00 = \$2,000.00	\$2,000.00 = \$2,000.00	\$3,500.00 = \$3,500.00
11	Seeding and Strawing Disturbed Areas	1.04 AC @	\$3,500.00 = \$3,640.00	\$7,000.00 = \$7,280.00 *	\$7,500.00 = \$7,800.00
	<b>TOTAL BID</b>		\$162,165.00	\$188,896.00	\$206,821.00
	<b>Unit Price Items</b>				
12	Rock Excavation	X CY @	\$100.00	\$125.00	\$100.00
13	Hauloff of Unsuitable Material	X CY @	\$7.00	\$15.00	\$20.00
14	Haul In Select Backfill	X CY @	\$10.00	\$26.00	\$35.00
15	4" PVC Sewer Service Lines with Cleanout	2,327 LF @	12 \$27,924.00	\$23.00 \$53,521.00	\$20.00 \$46,540.00

\* Error in Extension of Unit Price

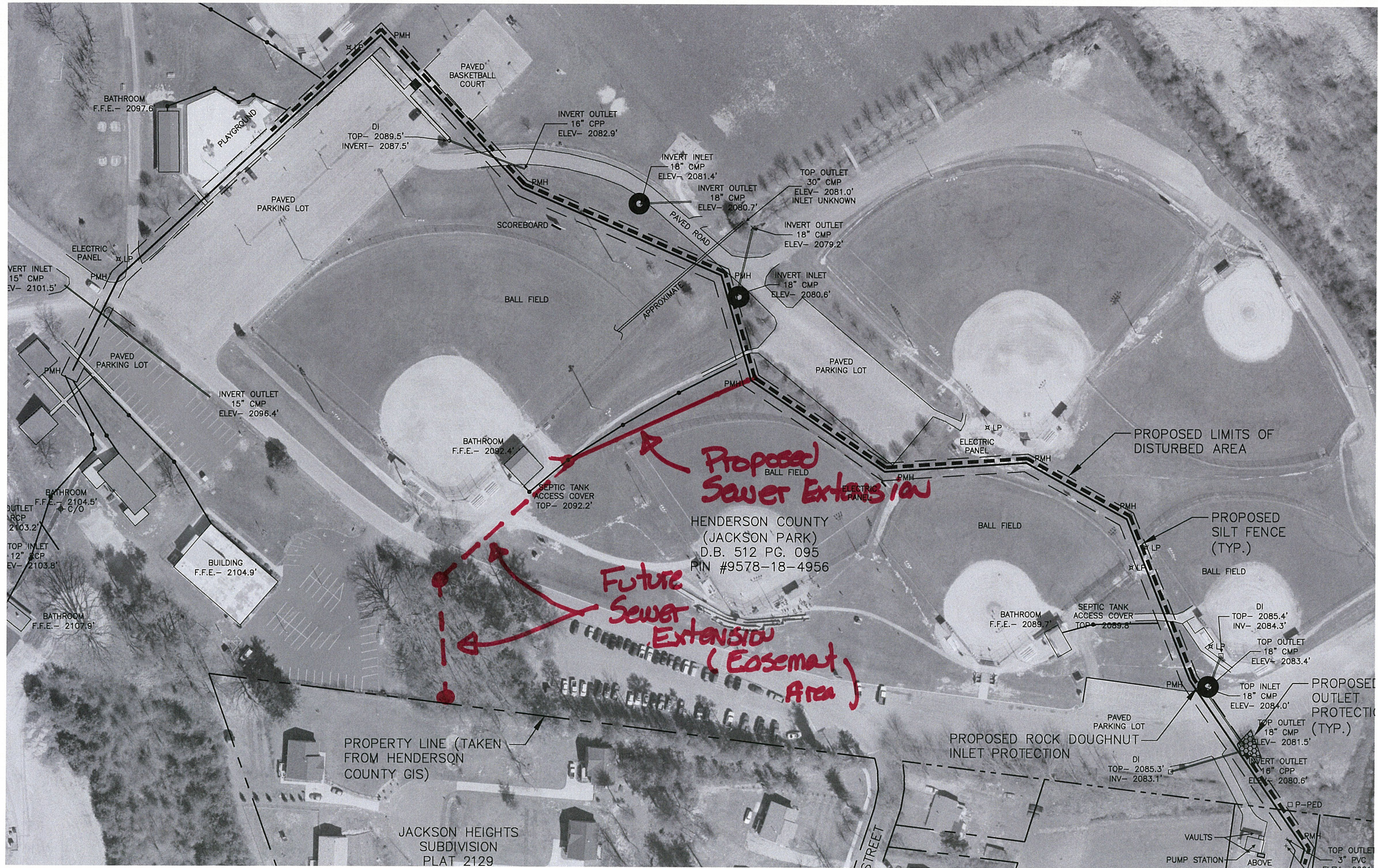
Certified by:



William G. Lapsley & Associates, P.A.

January 22, 2008

1" = 100'



HENDERSON COUNTY  
(JACKSON PARK)  
D.B. 512 PG. 095  
PIN #9578-18-4956

PROPERTY LINE (TAKEN FROM HENDERSON COUNTY GIS)

JACKSON HEIGHTS SUBDIVISION PLAT 2129

PROPOSED ROCK DOUGHNUT INLET PROTECTION

PROPOSED LIMITS OF DISTURBED AREA

PROPOSED SILT FENCE (TYP.)

PROPOSED OUTLET PROTECTION (TYP.)

VAULTS  
PUMP STATION

BATHROOM F.F.E.- 2097.6

VERT INLET 15" CMP ELEV- 2101.5'

OUTLET 12" CMP ELEV- 2103.2'

BATHROOM F.F.E.- 2107.9'

BATHROOM F.F.E.- 2104.5'

BATHROOM F.F.E.- 2104.9'

DI TOP- 2089.5' INVERT- 2087.5'

INVERT OUTLET 15" CMP ELEV- 2096.4'

SEPTIC TANK ACCESS COVER TOP- 2092.2'

SEPTIC TANK ACCESS COVER TOP- 2089.6'

SEPTIC TANK ACCESS COVER TOP- 2092.2'

INVERT OUTLET 16" CPP ELEV- 2082.9'

INVERT INLET 18" CMP ELEV- 2081.4'

INVERT OUTLET 18" CMP ELEV- 2080.7'

INVERT INLET 18" CMP ELEV- 2080.6'

INVERT OUTLET 15" CMP ELEV- 2096.4'

SEPTIC TANK ACCESS COVER TOP- 2092.2'

SEPTIC TANK ACCESS COVER TOP- 2089.6'

SEPTIC TANK ACCESS COVER TOP- 2092.2'

SEPTIC TANK ACCESS COVER TOP- 2092.2'

TOP OUTLET 30" CMP ELEV- 2081.0' INLET UNKNOWN

INVERT OUTLET 18" CMP ELEV- 2079.2'

INVERT INLET 18" CMP ELEV- 2080.6'

INVERT OUTLET 15" CMP ELEV- 2096.4'

SEPTIC TANK ACCESS COVER TOP- 2092.2'

SEPTIC TANK ACCESS COVER TOP- 2089.6'

SEPTIC TANK ACCESS COVER TOP- 2092.2'

SEPTIC TANK ACCESS COVER TOP- 2092.2'

DI TOP- 2085.4' INV- 2084.3'

TOP INLET 18" CMP ELEV- 2084.0'

TOP OUTLET 18" CMP ELEV- 2081.5'

DI TOP- 2085.3' INV- 2083.1'

DI TOP- 2085.4' INV- 2084.3'

TOP OUTLET 18" CMP ELEV- 2083.4'

TOP INLET 18" CMP ELEV- 2084.0'

TOP OUTLET 18" CMP ELEV- 2081.5'

DI TOP- 2085.3' INV- 2083.1'

DI TOP- 2085.4' INV- 2084.3'

TOP OUTLET 18" CMP ELEV- 2083.4'

TOP INLET 18" CMP ELEV- 2084.0'

TOP OUTLET 18" CMP ELEV- 2081.5'

DI TOP- 2085.3' INV- 2083.1'

PROPOSED OUTLET PROTECTION (TYP.)

TOP OUTLET 3" PVC ELEV- 2081.1'

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON  
Prepared by: Rhonda H. Wiggins

UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF HENDERSONVILLE, a political subdivision of the State of North Carolina, situate in Henderson County, herein referred to as "the City", and Henderson County herein referred to as "Developer", of the County of Henderson, State of North Carolina.

WHEREAS, Developer is desirous of improving a tract of land situate, lying and being in Henderson County, State of North Carolina, described as follows:

Jackson Park Sewer Improvements  
PIN # 9578-18-4956

and

WHEREAS, in the process of such development and improvement, Developer is desirous of constructing a sewer collections system to and on said tract of land; and

WHEREAS, Developer also desires to have the completed sewer collections system connected to the City's municipal sewer system and made an integral portion thereof; and

WHEREAS, the City will permit said system(s) to be connected to the municipal system(s) under the terms and conditions heretofore established and agreed upon between the parties and specifically in conformance with the requirements of the sewer standard specifications and details, currently in force and the City's Code of Ordinances.

NOW, THEREFORE, in consideration of the mutual benefits which will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

1. Developer shall, at his own expense, employ a North Carolina registered professional engineer ("Engineer") to complete design, permitting and construction of the proposed sewer collections system in conformance with the Gravity Sewer Minimum Design Criteria, City's sewer Construction Specifications and Details and in size and alignment with the City's Master Plan for Development of the Water and Sewer Department.
2. Developer shall require the Engineer to submit all plans, reports, technical specifications, fees, permit applications, engineer's certifications and any other correspondence directly related to this project to the City of Hendersonville Utility Line Extension office for review by the Water and Sewer Department. It shall be the Engineer's responsibility to disclose all proposed changes in the construction plans to the City in writing. If proposed changes are deemed by the City to be "significant" in nature, the Engineer may be required to resubmit plans to the State for re-permitting. This will require written approval by the City prior to re-submitting to the State or before proceeding with changes, even if State re-submittal is not required.
3. Developer shall, at his own cost and expense, employ the design engineer to perform construction inspection during installation of the sewer system and upon project completion submit written certification that the project was completed in accordance with the approved plans and specifications as required by the North Carolina Department of Environment, Health and Natural Resources. The Developer shall, at his own expense, furnish all on-site and off-site easements and rights-of-way to the City required for perpetual maintenance of the sewer system.
4. Developer shall, at his own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the sewer collections system described in the plans and specifications as approved by the City's authorized representative and the North Carolina Department of Environment and Natural Resources.
5. The installation and construction of the sewer lines shall be performed by a Contractor possessing a North Carolina Public Utility Contractor's License directly related to the installation of sewer lines issued by the North Carolina Licensing Board for General Contractors.

6. The City may purchase and install, or have installed, City-approved SCADA (supervisory control and data acquisition) equipment required to monitor and operate any pump station and/or storage tanks associated with system. Developer agrees to reimburse the City for all expense associated with this purchase and installation of SCADA equipment.
7. The Engineer shall contact the Utilities Project Coordinator prior to the start of construction in order to set up a pre construction conference between the Developer, Contractor and Engineer. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer shall receive a written notice to proceed (NTP) from the Utilities Director before commencing with construction. If construction is anticipated to be greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the se monthly progress meeting shall be established during the preconstruction conference by the City.
8. Developer must submit the name, address and the Public Utility Contractor's License Identification Number of the proposed contractor to the Utilities Department at or prior to the preconstruction meeting. The Department shall investigate the validity of the Contractor's license.
9. City personnel will be assigned for the express purpose of periodic construction observation. The City's observer(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer to ensure conformance with the approved construction drawings and specifications. This shall in no way relieve the Developer of his obligation to engage a professional engineer to perform construction inspection and certify completion of the project according with the approved plans and specifications as required by the North Carolina Department of Environment and Natural Resources.
10. During construction, no deviations from the approved plans and specifications shall be allowed without the prior approval of the Utilities Director.
11. The Utilities Director shall resolve any and all disputes between Developer, Developer's contractor(s), and the City's observation representative(s), with regard to conformance with approved plans and/or specifications.
12. Upon completion of construction, Developer's project engineer shall contact the Utilities Project Coordinator to arrange for a final inspection to be performed jointly by the Engineer, the contractor, and the City's observer to determine if the project is acceptable to the City. If the project is not immediately acceptable, any deficiencies shall be noted in a written report (punch list) prepared by Engineer. This report shall be transmitted to the Water and Sewer Department. It shall be the responsibility of the Developer to correct any such deficiencies and arrange for a re inspection of the system.
13. As part of the final inspection process for sewer collection systems, Developer shall satisfactorily complete the following: air test, a mandrel test and video of the new sanitary sewer collection system by mean of closed circuit television (CCTV). In addition, Developer shall be responsible for cleaning the sewer system if the Utilities Director deems it necessary. All testing shall be certified and all certifications, along with the related data and any video of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City. Developer may request the City of Hendersonville to perform the CCTV and sewer system cleaning services at Developer's expense.
14. This section intentionally blank as it refers to water distribution systems.
15. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Engineer shall submit surveyed as built to the Utilities Department. The surveyed as built shall be in the form of two (2) sets of 24"x36", one Mylar and one set in digital format (i.e. .dwg or .dxf on compact disk or DVD). The Engineer shall also submit one original and one copy of his statement certifying construction in conformance with the approved plans and specifications, any off site easements required for the infrastructure and any deeds necessary to convey ownership to the City.
16. The conveyance of all properties shall be in the form of a fee simple deed and without encumbrance. Developer (or petitioning party) shall indemnify and hold the City harmless from all actions, causes and claims on the part of any persons, firms, and corporations whatsoever, and Developer shall further be responsible for all claims, expenses, demands, and/or actions brought by any claimant against the Developer (or petitioning party), contractor(s), or agents of either, resulting from this agreement.
17. Prior to the activation of services on the newly constructed sewer collections system, Developer shall convey, by deed of dedication, ownership of all lines and appurtenances to the City. If water extension was permitted for the same or similar project, the City shall receive final acceptance from the North Carolina Department of Environment and Natural Resources.
18. Developer shall guarantee the accepted sewer collections system to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of acceptance by the City. During this year of guarantee, Developer shall correct or have corrected any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, the City may proceed to correct them and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period.

19. Once all items are complete, the City shall issue a formal "Letter of Acceptance" to the developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service there from in accordance with the rules, regulations, rates, and policies established for its customers.

**PLEASE BE ADVISED: The City shall not allow the activation of any water services until the City receives final approval from NCDENR and shall not allow the issuance of any certificates of occupancy until the City deems the project complete.**

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals, the day and year first above written.

ACCEPTED BY DEVELOPER:

BY: \_\_\_\_\_  
Marcus Jones, PE, Director, Engineering & Facilities Services, Henderson County

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, (printed notary name) a Notary Public of said County and State, do hereby certify that **Marcus Jones**, personally appeared before me this day and acknowledged that he is **Director of Engineering & Facilities Services for Henderson County** and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

SEAL>>



ACCEPTED BY THE CITY OF HENDERSONVILLE

BY: \_\_\_\_\_  
Chris A. Carter, City Manager

Seal>>

ATTEST: \_\_\_\_\_  
Tammie K. Drake, City Clerk

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I, Rhonda H. Wiggins, a Notary Public in and for the State and County aforesaid, do hereby certify that Chris A. Carter personally appeared before me and, being duly sworn, stated that he is City Manager of the City of Hendersonville, North Carolina, and that he executed and acknowledged the foregoing instrument on behalf of the City of Hendersonville pursuant to order of the City Council of said City and that the instrument is the act and deed of the City of Hendersonville.

I further certify that Tammie K. Drake personally appeared before me and, being duly sworn, stated that she is City Clerk of the City of Hendersonville, North Carolina, and that she attested the foregoing instrument and affixed thereto the common seal of the City of Hendersonville pursuant to order of the City Council of said City.

WITNESS, my hand and official seal, this \_\_\_\_\_, day of \_\_\_\_\_, 2008.

My commission expires: 07/08/2011

\_\_\_\_\_  
Rhonda H. Wiggins, Notary Public

Seal>>

