

LAKE LURE TOWN COUNCIL SPECIAL MEETING PACKET

Friday, July 28, 2023
9:05 a.m.



**Mayor Carol C. Pritchett
Mayor Pro Tem David DiOrio
Commissioner Patrick Bryant
Commissioner Scott Doster
Commissioner Jim Proctor**



**NOTICE OF SPECIAL
TOWN COUNCIL MEETING**

**Friday, July 28, 2023
9:05 a.m.
Lake Lure Municipal Center (Town Hall)**

The Lake Lure Town Council will hold a special meeting on Friday, July 28, 2023 at 9:05 a.m. at the Lake Lure Municipal Center (Town Hall). The Lake Lure Municipal Center is located at 2948 Memorial Highway, Lake Lure, NC 28746.

The purpose of this meeting is to address the following items:

- Consider Approval of Ruby-Collins Agreement Amendment 02

This notice is issued on the 26th day of July, 2023 in accordance with the laws and ordinances of the State of North Carolina and the Town of Lake Lure.

TOWN OF LAKE LURE
Town Council Special Meeting
Friday, July 28, 2023 - 9:05 AM
Lake Lure Municipal Center



Agenda

- I. Call to Order**
- II. Agenda Adoption**
- III. Consider Approval of Ruby-Collins Agreement Amendment 02**
- IV. Adjournment**

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM**

Meeting Date: July 28, 2023

SUBJECT: Consider Approval of Ruby-Collins Agreement Amendment 02

AGENDA INFORMATION:

Item Number: III
Department: Sewer
Contact: Michael Dydula, Project Manager
Presenter: Michael Dydula, Project Manager

BRIEF SUMMARY:

Ruby-Collins has submitted Agreement Amendment 02 for the Subaqueous Sanitary Sewer Replacement Project for the amount of \$1,482,095. The purpose of Agreement Amendment 02 is to carry forward the Phase 1 GMP scope and allow the Project Team to attempt HDPE, lateral and manhole installation along the northern shore of Sunset Cove. During the upcoming drawdown period, it is anticipated that the execution of this work will help the Project Teamwork through the learning curve of pipe, manhole and lateral installation in the backshore. All boats can stay in their boathouses during the work. The HDPE pipe, manhole and lateral installation work for the North Shore of Sunset Cove will begin around January 01, 2024, and work within the window of January 01, 2024, to March 31, 2024. If approved, the contract amount with the inclusion of Amendment 02 will be \$2,972,095. This price includes materials, labor, equipment, subcontract, general conditions, design-builder fees, and bonds and insurance. Additional details can be found in the attached proposal. Council reviewed the proposed Agreement Amendment 02 during the July 26th work session meeting.

RECOMMENDED MOTION AND REQUESTED ACTION:

To approve Ruby-Collins Agreement Amendment 02.

ATTACHMENT(S):

Ruby-Collins Agreement Amendment 02

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval of Ruby-Collins Agreement Amendment 02.

Project: Subaqueous Sanitary Sewer (SASS) Replacement Project Lake Lure, NC

Reference: NCDEQ Plan Set Lake Lure GLS North Alignment North Shore Sunset Cove Station 82+10 – 67+60

Subject: Agreement Amendment 02 – July 12, 2023

Owner: Town of Lake Lure, North Carolina

Design-Builder: Ruby-Collins, Inc.

The purpose of this amendment is to carry forward the Phase 1 GMP scope and allow the Project Team to attempt HDPE, lateral and manhole installation along the northern shore of Sunset Cove. All the work associated with this activity is to be completed in accordance with the approved plans. The work will be completed at the 12-foot drawdown level. Like last winter, it is anticipated that the execution of this work will help the Project Teamwork through the learning curve of pipe, manhole and lateral installation in the backshore. These learnings will be used to develop the best method for completing future scope and assist in firming up future pricing. All boats can stay in their boathouses during the work.

The HDPE pipe, manhole and lateral installation work for the North Shore of Sunset Cove will begin around January 01, 2024, and work within the window of January 01, 2024, to March 31, 2024. Together, all parties including the Town of Lake Lure, Labella, and Ruby-Collins have decided to pursue the cost of this work via an open book approach. Below are the guidelines for the open book cost.

MATERIAL – Material will be billed according to invoices including sales tax.

LABOR – Labor will be billed by the hour and by the fee schedule submitted with the GMP with the latest budget pricing from July of 2023. A summary list of the fee schedule is listed below.

Project Director	\$231.70 per hour	Crew Foreman	\$104.35 per hour
Division Director	\$191.55 per hour	Class 4 Operator	\$80.35 per hour
Senior Project Manager	\$161.25 per hour	Class 3 Operator	\$73.45 per hour
Project Manager	\$139.10 per hour	Class 2 Operator	\$64.30 per hour
Project Engineer	\$110.05 per hour	Class 5 Labor	\$64.30 per hour
Project Superintendent	\$139.10 per hour	Class 4 Labor	\$59.70 per hour
		Class 3 Labor	\$50.50 per hour

**It has been discussed and agreed to by all parties that the Town of Lake Lure may choose to provide certain labor positions to help with the work. There will be no charge for labor provided by the Town and the Town is solely responsible for taxes, insurance, benefits etc. for the Town’s employees. When traveling away from home, Ruby-Collins employees are guaranteed a minimum of 40 hours per week and billings will be submitted as such regardless of inclement weather or other delays beyond our control. During normal working conditions, actual hours worked for the day will be billed for hourly positions and salaried positions will be billed 8 hours per day and 40 hours per week.

EQUIPMENT – It has been agreed to by all parties that the Town of Lake Lure may provide certain pieces of equipment to help with the work. For those pieces of equipment provided by the Town of Lake Lure, the Town will maintain operational responsibility. Operational responsibility is described as normal shop attention, equipment grease, oil changes, etc. Fuel will be provided by Ruby-Collins for Town provided equipment. Full rates will be charged for equipment provided by Ruby-Collins. If it is determined during the work that other equipment is needed beyond the list below, then together the Project Team will establish a fair rate for invoicing of such equipment. Normal wear and tear, such as bucket teeth, track wear, replacement hoses etc. will be held for the Town’s account. Cost associated with equipment abuse and caused by an employee of Ruby-Collins will be held for the Ruby-Collins account.

Project Vehicles	Full Rate \$27.15 per hour
Kom 238 Excavator	Full Rate \$135.46 per hour
JD 135G Excavator	Full Rate \$104.63 per hour
Hoe Ram Attachment	Full Rate \$27.00 per hour
Takeuchi TL12	Full Rate \$69.81 per hour
Bomag Compactor	Full Rate \$16.05 per hour
JD 624 Loader	Full Rate \$90.52 per hour
HDPE Fusion Machines	Full Rate \$67.20 per hour/machine
Generators	Full Rate \$10.50 per hour/generator
Sweeper	Full Rate \$66.98 per hour
Trench Boxes	Full Rate \$24.71 per hour/box

Miscellaneous Small Tool Rentals will be as invoiced including sales tax.

Barge Equipment and Push Boats are to be supplied by the Town of Lake Lure and no charges are associated with these items.

***If during the construction, the Town of Lake Lure does provide such operational responsibility as fuel, grease etc., then a credit will be applied to the equipment billings.

SUBCONTRACT – Specialty subcontract work i.e., welding, local surveyor, hauling etc. will be billed according to invoices including sales tax.

GENERAL CONDITIONS – General Conditions cost, such as project personnel living expense, field offices, site toilets, project videos and photos, permitting cost, engineering services, equipment delivery etc. will be billed according to invoices including sales tax.

DESIGN-BUILDER FEE – A Design-Builder Fee of 9% will be applied to the total of all cost.

BONDS & INSURANCE – A Bonds and Insurance Fee of 2% will be applied to all cost including the Design-Builder Fee amount.

All parties associated with the project recognize the unique nature of the work and agree that the above intends to capture as much cost summary as possible. However, if during the work the Team discovers consequential cost related to the project conditions and unbeknownst to anyone at the time of this amendment, then all parties agree to carry forward the good faith experienced in negotiations so far and resolve any issues fairly to all parties.

General Amendment 02 Budget

Phase 1 Contract Amount	\$640,000.00
Amendment 01 North SS1 Dock Casing Bores Budget	\$850,000.00
Amendment 02 North Shore Sunset Cove Station 82+10 – 67+60	\$1,482,095.00
Revised Contract Amount w/ Amendment 01 and 02	\$2,972,095.00

A copy of the Amendment 02 North Shore Sunset Cove Station 82+10 – 67+60 Budget is attached to this document.

All other terms of the _____, 20__ Agreement shall remain in full force and effect. If there is any conflict between the Agreement and this Amendment, this Amendment shall prevail.

Town of Lake Lure _____
Signature and Date

Ruby-Collins, Inc. _____
Signature and Date

Project: Lake Lure - Sunset Cove North Shore Pipe
Date: 7/12/2023
Subject: Amendment 02 - Install pipe staion +/-67+60
 to station +/-82+10 at 12-foot draw down
 during the winter of 2023-2024



Material			
16 inch HDPE	1,360.0 feet	\$35.40	\$48,144.00
Manholes	4.0 each	\$26,807.15	\$107,228.60
57 Stone	395.0 tons	\$21.50	\$8,492.50
Sumps	10.0 each	\$355.00	\$3,550.00
Porta Jon	3.0 months	\$450.00	\$1,350.00
Wood Mats	10.0 each	\$750.00	\$7,500.00
Services	4.0 each	\$2,112.50	\$8,450.00
Cable Mats	3,160.0 sqfeet	\$15.45	\$48,822.00
Core Logs	1,355.0 feet	\$15.50	\$21,002.50
Spacers	86.0 each	\$450.00	\$38,700.00
End Seals	18.0 each	\$450.00	\$8,100.00
	xxxx	\$0.00	\$0.00
	xxxx	\$0.00	\$0.00
	xxxx	\$0.00	\$0.00
Total-----			\$301,339.60
Tax-----		7.0%	\$21,093.77
Total with Tax-----			\$322,433.37

Sub-Contract			
Labella	1.0 lmsm	with allowance	
Haul Stone	395.0 tons	\$20.00	\$7,900.00
Waste	35.0 loads	\$210.00	\$7,350.00
Equip Mobe	20.0 moves	\$1,350.00	\$27,000.00
Freeman	480.0 hours	\$120.00	\$57,600.00
	xxxx	\$0.00	\$0.00
	xxxx	\$0.00	\$0.00
	xxxx	\$0.00	\$0.00
	xxxx	\$0.00	\$0.00
	xxxx	\$0.00	\$0.00
	xxxx	\$0.00	\$0.00
Total-----			\$99,850.00

Operations----- 60 days			
Director	24.0 manhours	\$231.70	\$5,560.80
Division Director	48.0 manhours	\$191.55	\$9,194.40
Senior PM	48.0 manhours	\$161.25	\$7,740.00
Project Manager	96.0 manhours	\$139.10	\$13,353.60
Project Super	240.0 manhours	\$139.10	\$33,384.00
Project Engineer	480.0 manhours	\$110.05	\$52,824.00
Foreman	480.0 manhours	\$104.35	\$50,088.00
Class 4 Operator	600.0 manhours	\$80.35	\$48,210.00
Class 3 Operator	600.0 manhours	\$73.45	\$44,070.00
Class 5 Labor	600.0 manhours	\$64.30	\$38,580.00
Class 4 Labor	600.0 manhours	\$59.70	\$35,820.00
Class 3 Labor	600.0 manhours	\$50.50	\$30,300.00
Vehicles	1,416.0 hours	\$27.15	\$38,444.40
Kom238	480.0 hours	\$135.46	\$65,020.80
Kom138	480.0 hours	\$104.63	\$50,222.40
Hoe Ram for 138	480.0 hours	\$27.00	\$12,960.00
Takeuchi TL12	480.0 hours	\$69.81	\$33,508.80
Bomag Compactor	480.0 hours	\$16.05	\$7,704.00
JD624 Loader	480.0 hours	\$90.52	\$43,449.60
Fusing Machine - 2	480.0 hours	\$67.20	\$32,256.00
Generators - 2	480.0 hours	\$10.50	\$5,040.00
Sweeper 1/2 time	240.0 hours	\$66.98	\$16,075.20
Trench Boxes	480.0 hours	\$24.71	\$11,860.80
Misc Rentals	480.0 hours	\$11.70	\$5,616.00
	xxxx	\$0.00	\$0.00
Living Expenses	4,416.0 manhours	\$11.25	\$49,680.00
Total-----			\$740,962.80

SUMMARY		
Construction Cost-----		\$1,163,246.17
Engineering-----		\$0.00
Contingency-----	7.5%	\$87,243.46
Design Builder Fee-----	9.0%	\$112,544.07
Allowance Labella Design, Permit & Inspection---		\$90,000.00
Bonds and Insurance-----	2.0%	\$29,060.67
Total Estimated Price-----		\$1,482,094.38

IJ

ADJOURNMENT