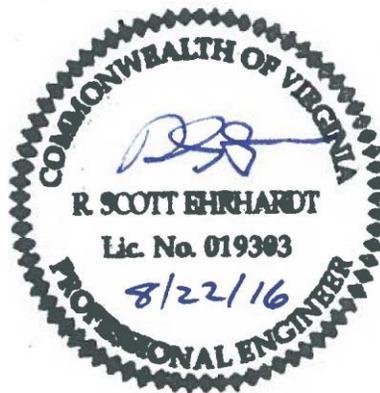


ADDENDUM # 2

Smith River Interceptor
Corrugated Metal Pipe Rehabilitation
Contract II

Martinsville, VA
August 22, 2016



ADDENDUM NO. 2

ISSUED August 22, 2016

NOTE: The following changes have been made to the project:

Virginia Clean Water Revolving Loan Fund Contract Inserts

Wage determination VA25 was reviewed on 8/22/2016. Current wage determination (VA160025 dated 01/08/2016) is consistent with the wage determination currently included in the Project specifications and require no update.

Update Table contained in Subpart C on “Insert Page 3” to the following.

| | MBE | WBE |
|--------------|------------|------------|
| Construction | 7.4 | 4.8 |
| Supplies | 1.6 | 2.5 |
| Services | 7.7 | 3.6 |
| Equipment | 5.0 | 3.2 |

Bid Form

Replace the current bid form with the attached bid form reflecting inclusion of unit cost for rock excavation.

Section 011000

Add Paragraph 1.8.B.4: In the event it is determined the scope of work will impact existing utilities, the Contractor shall immediately notify the Engineer to determine how to proceed. In the event it is determined relocation of the existing utility is required, the Contractor shall allow the Owner up to 30 days to relocate the utility. During this period, the Contractor shall relocate to another area within the Project to minimize overall delay to construction. In the event relocation requires longer than the 30 day period allotted to the Owner or the Contractor is unable to continue work at another location, the Contractor shall be compensated through award of additional time. No additional monetary compensation shall be awarded.

Add to the end of Paragraph 1.9.D: Impacts to the existing sanitary sewer caused by entities other than the Contractor, his sub-contractors or others reporting directly to the Contractor shall not be the Contractor’s responsibility. Emergency repairs may be negotiated with the Contractor by the Owner at an additional cost.

Section 012200

Replace Paragraph 3.1.B.3 with the following:

Clearing and Grubbing: Provide all materials and labor to clear existing sewer easement and construction site to the limits described on the Contract Drawings and in the specifications consisting of cutting trees, removal of debris, grinding of stumps to final grade elevation within the easement limits and removal of stumps in limits of excavation for pipeline installation, and site restoration. Clearing will consist of the removal of trees utilizing methods which do not allow trees to drop onto the existing sewer line or installation work. Roots are to be removed in their entirety as necessary to allow installation of the gravity interceptor. Unit: Lump Sum.

Paragraph 3.1.B Insert the following: Rock Removal: Remove and dispose of rock encountered in pipe trenches. Payment for rock removal shall include cost for removal of an additional 6 inches below the pipe and 8 inches below structures and replacing with compacted crushed stone backfill material to required grade. Contractor shall provide a Unit Cost for removal of at least \$30/CY. Unit costs presented below \$30/CY shall be rejected without further consideration. Unit: Cubic Yard. Measurement: See Division 31 – Earth Moving.

Section 015000

Add Paragraph 2.2.B.3: Preliminary favorable discuss has been performed by the Owner regarding utilization of the Cul-De-Sac at the end of Riverview Ct (off Meadowview Drive) as a potential site for location of a job trailer. Coordination and negotiation for use of this property shall be the responsibility of the Contractor.

Section 311000

Replace Paragraph 3.4.A.2 with the following: Remove roots in their entirety within the existing sewer easement as necessary to allow installation of the new gravity interceptor. Other roots may be abandoned in place.

Section 312000

Add Paragraph 3.3.B: In the event rock removal by systematic drilling, ram hammering, ripping proves to be ineffective and warranting pre-blasting, the Contractor may request the work to install the segment of piping within this area to be excluded from the Contract and installed under a subsequent future contract by others; for manholes that have already been fabricated specifically for this location, the Owner agrees to make payment for these manholes (material and shipping only) at the time these manholes are delivered to site. All piping shall be returned or utilized in other areas of the project. No compensation shall be paid to the Contractor for pipe that is delivered to site and not installed.

Further, the Owner reserves the right to remove any sections containing rock from the Contract to be performed under a future contract (by others) if it is determined by the Engineer to be in the Project's best interest. Judgment will consider cost of performing

the work under this Contract versus removing the work from this Contract and performing the work under a subsequent future contract by others.

Rock Removal Clarification: This Addendum supersedes all requirements set forth in other sections of the specifications as presented prior to this Addendum. This Project shall be bid as classified. The Engineer, to his best judgment, has estimated rock volumes as presented on the bid form. All rock excavation as defined within the Contract Documents shall be performed per the unit cost reflected by the Contractor at the time of bid.

Section 333300

Add the following 2.2.A.12: In lieu of utilizing circular manhole bases as indicated on the Construction Plans, the Contractor may elect to utilize the T-series manholes as produced by Tindall Corp or Engineer approved equal. Selection of manhole design shall consider deflection of the sewer necessary for installation within the existing easement. Provided manholes shall allow for proper tie in of the existing sewer collector lines and laterals. Contractor shall be responsible for field verifying these conditions within all existing manholes prior to ordering new manholes.

Sheet C3 through C6

Add the following General Note 12: Location of Manholes as shown on the Construction Drawings are approximate. It shall be the Contractor's responsibility to field verify all existing incoming laterals and service connections to the existing sewer. Placement of new MHs shall be determined in the field by the Contractor to properly align direct tie in of existing collector lines which will occur under a future Contract. Where there is more than one sewer line entering an existing manhole with differing alignments, the alignment of the largest collector shall govern the position of the new manhole.

MBE/WBE Submittal Clarification

As stated in the Bid Specifications for the Smith River Interceptor Corrugated Metal Pipe Rehabilitation Contract I and II Parallel Sewer Installation the Contractor/Offeror must make every reasonable attempt to achieve the goals established and presented for MBEs and WBEs. When notified by the Owner, the apparent low bidder shall provide a listing of MBEs and WBEs he proposes to use on these projects. Failure to satisfy this requirement to the satisfaction of the Owner shall constitute a non-responsible bid.

Bidders must take affirmative steps in compliance with the regulations, prior to submission of bids to encourage participation in projects by MBE and WBE firms. Bidders may include a spreadsheet of firms contacted including the name, address and phone number and contact name, in addition to the description of the work to be contracted. The form of contact should be included, (i.e. phone call, e-mail, letter) and any responses from these companies should be noted. An **example** of actual e-mails and

letters that were sent should be included in the bid document but every individual e-mail or letter must be available if the Offeror is determined to be the apparent low bidder.

END OF ADDENDUM NO. 2

BID FORM

*City of Martinsville
Smith River Interceptor Corrugated Metal Pipe Rehabilitation
Parallel Pipe Installation
Contract II*

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

By FedEx, UPS or hand delivered:

*City of Martinsville
Attn: Karen Mays, Purchasing Manager
Central Warehouse
990 Fishel Street
Martinsville, VA 24112-3248*

Or by postal mail:

*City of Martinsville
Karen Mays, Purchasing Manager
P. O. Box 1112
Martinsville, VA 24114-1112*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 Bidder accepts all of the terms and conditions of the Virginia Clean Water Revolving Loan Fund Contract Inserts.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

| <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|----------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) Drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in General Conditions Section 4.02 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following Bid Schedule:

| BID SCHEDULE | | | | | |
|---------------------|--------------------------------|-------------|-------------|-------------------|-------------------|
| No. | Item | Qty. | Unit | Unit Price | Total Cost |
| 1 | Mobilization/Demobilization | 1 | LS | | |
| 2 | E&S | 1 | LS | | |
| 3 | Clearing and Grubbing | 1 | LS | | |
| 4 | Site Grading | 1 | LS | | |
| 5 | Site Fill | 300 | CY | | |
| 6 | Woven Geotextile Fabric | 5,000 | SF | | |
| 7 | VDOT #1 Stone | 250 | CY | | |
| 8 | Crusher Run Stone | 150 | CY | | |
| 9 | Rock Removal | 125 | CY | | |
| 10 | 42” Ductile Iron Gravity Sewer | 5,300 | LF | | |
| 11 | Pre – Cast Manholes | 26 | EA | | |
| 12 | Stream Restoration | 5,500 | SF | | |
| 13 | Site Restoration | 1 | LS | | |
| Total Bid | | | | | |

Base Bid (Total of All Items): _____
_____ Dollars (in words) (\$ _____)

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified items, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid Items will be based on actual quantities, determined as provided in the Contract Documents.

The Owner reserves the right to reject all bids in lieu of awarding a contract in the event bid results exceed the available project funds.

5.02 ESCROW ACCOUNT OPTION

Bidder may elect to use an escrow account procedure for utilization of the retainage funds and must acknowledge his intention by checking one of the following options:

- Yes, an escrow account will be used for retainage funds.
- No, an escrow account will not be used for retainage funds.

If neither item is checked above, "No" will be assumed.

Escrow Agreement instructions and form are included following page.

ESCROW INSTRUCTION SHEET

- A. The Franchisor shall return a fully executed copy of the escrow agreement, with original signatures, to the Division of Securities and Retail Franchising before its application will be made effective.
- B. The Franchisor shall also provide to the Division in writing, the name of the bank, the name, address and telephone number of the person(s) at the bank who may be contacted for information regarding the escrow account, and the account number. Any changes to this information shall be immediately provided to the Division.
- C. Funds in the escrow account will only be released upon completion by the Franchisor of its pre-opening obligations to the Franchisee. Requests for the release of escrowed funds shall be in writing and shall be sent to the Division. The Franchisor shall state in the request the exact amount of the funds to be released. The Division shall receive written certification from the Franchisee whose funds are to be released to the Franchisor. The certification shall state the amount of funds to be released, and that the Franchisor's pre-opening obligations to the Franchisee have been satisfied.
- D. Please refer to 21 VAC 5-110-65 of the Virginia Administrative Code, entitled "Escrow and Deferral", for additional information on the operation of escrow accounts.

ESCROW AGREEMENT

This Escrow Agreement, made this ____ day of _____,
_____, by _____ organized under the laws of
the State of _____, (hereinafter referred to as “Franchisor”) and
_____ (hereinafter referred to as “Bank”).

WHEREAS, the Franchisor desires to offer and sell franchises in the Commonwealth of Virginia, and

WHEREAS, it is the discretion of the Virginia State Corporation Commission (the “Commission”) as Administrator of the Virginia Retail Franchising Act, to require an escrow of franchise fees and other fees paid by the franchisee to the Franchisor, and

WHEREAS, in order to conform to the procedures for arranging an escrow account, the Franchisor desires to enter into an Escrow Agreement with the Bank, pursuant to which franchise fees and other fees are to be held in escrow for the purpose of complying with the Virginia Retail Franchising Act.

NOW, THEREFORE, with the foregoing recitals hereinafter incorporated by reference and made a part hereof, it is agreed as follows:

1. The Franchisor shall, until release of escrowed funds as hereinafter provided, deposit with the Bank, all monies obtained from each franchisee that contracts to operate the franchised business within the Commonwealth of Virginia.
2. All funds delivered by the Franchisor to the Bank will be placed in a separate account designated substantially as follows: _____
3. The Bank shall pay out funds, plus interest if any, from the Escrow Account only upon the occurrence of one of the following conditions:
 - a. A letter from the President or Secretary of the Franchisor directing the Bank to pay out such funds to _____ accompanied with a written notice from the Commission stating that it takes no exception to the release of such funds to _____.
 - b. Upon written notice from the Commission, the Bank shall return the deposited franchise fees and other fees to a specific franchisee.

- c. The Bank shall pay funds into court or disburse or deliver them in accordance with any order of any court of competent jurisdiction.
4. The Franchisor will supply the Bank with the name and address of each franchisee, together with the amount of the deposit that represents each franchisee's franchise fees and other fees, and the Bank will retain records containing the same information.
5. Any funds deposited in the Escrow Account pursuant to this Escrow Agreement shall be invested and kept invested by the Bank in obligations of the United States, or a savings account or savings accounts of the Bank, or money market funds of or available to the Bank and to which the Bank or an affiliate is investment advisor or provides other services and receives reasonable compensation for such services, provided the money market funds are rated AAAM by Standard and Poor's and Aaa by Moody's Investor Services, or U.S. Treasury Bills, Notes or Bonds until such funds are to be disbursed as provided in Paragraph 3 hereof. All interest received and any increment shall be added to the funds so deposited in the Escrow Account and shall be distributed as provided in Paragraph 3 hereof.
6. The Commission may inspect the records of the Bank, insofar as they relate to this Escrow Agreement, for the purpose of determining compliance with and conformance to the provisions of this Escrow Agreement. At the Commission's discretion, statements indicating the status of escrow shall be furnished by the Bank to the Commission.
7. The Franchisor shall pay to the Bank reasonable compensation for expenses incurred and services rendered by the Bank under this Escrow Agreement.
8. The Bank shall have no duty to determine the propriety of any deposit or disbursement of funds. Additionally, the Bank shall have no duty to the Franchisor, the Commission, any franchisee or any other party except as expressly stated in this Escrow Agreement. The Franchisor does hereby indemnify the Bank from any and all costs, claims and expenses, including attorneys' fees, which may be incurred by or which may accrue to the Bank relating to the opening or maintenance of any account established under this Escrow Agreement.
9. All proceeds deposited pursuant to this Escrow Agreement shall not be subject to any liens or charges by the Bank, or judgments or creditor's claims against the Franchisor.
10. The Franchisor shall give each franchisee a copy of this Escrow Agreement prior to collecting any funds from that franchisee.
11. The Bank's duties under this Escrow Agreement shall terminate upon final distribution of all monies deposited as provided hereunder.
12. This Escrow Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party has caused this Escrow Agreement to be signed and executed, and its corporate seal hereto affixed, in its name by its proper and fully authorized officer or officers on the day and year first above written.

ATTEST:

NAME AND ADDRESS OF BANK

_____ By: _____

(Bank's Secretary)

Title: _____

NAME AND ADDRESS OF FRANCHISOR

_____ By: _____

(Franchisor's Secretary)

Title: _____

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Bidder Compliance Statement/Certification Regarding Equal Employment Opportunity (RLF Attachment #2);
 - B. American Iron and Steel (AIS) Certification Statement (RLF Attachment #6);
 - C. Required Bid Bond;
 - D. List of all contacted Subcontractors meeting MBE/WBE requirements and Records of all contact and interaction meeting DEQ due diligence requirements;
 - E. List of all contacted Suppliers meeting MBE/WBE requirements and Records of all contact and interaction meeting DEQ due diligence requirements;
 - F. List of Proposed Subcontractors meeting MBE/WBE requirements;
 - G. List of Proposed Suppliers meeting MBE/WBE requirements;
 - H. Evidence of authority to do business in the state of the Project;
 - I. Contractor's License No.: _____;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in _____ is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____.