ADDENDUM # 1

Beaver Creek Reservoir Spillway Improvements Project
City of Martinsville

Martinsville, VA

May 28, 2020
ADDENDUM NO. 1

ISSUED May 28, 2020

NOTE: All items in this addendum supersede the issued for bidding plans and specifications. The following changes/clarifications have been made to the project:

General – DEQ Requirements
Contractors shall read the DEQ contract inserts in their entirety. The following must be submitted with the bid:

- Attachment #1 (Evidence of a good faith effort to solicit MBE/WBE participation)
  - Narrative of MBE/WBE solicitation effort
  - Pre-bid contact information/responses
  - Contractors/suppliers who will be providing MBE/WBE goods or services (if a sub or supplier responded and is not going to be utilized then an explanation why)
  - Dollar value of the MBE/WBE participation
- Attachment #2 (EEO Bidder Compliance Statement)
- Attachment #6 (Contractor acknowledgement that AIS is applicable to the project)

Bid Form
The following additions have been made to the bid form:

- Add Line #48 – Marker Buoys with Heavy Nylon Rope and Anchor - Provide three marker buoys evenly spaced in front of the cofferdam with bold lettering indicating “STAY BACK 100 FT.” Buoys shall be 49” min. height, 10” diameter, have a 40 lb. buoyancy, and be secured with heavy nylon rope and concrete or steel anchor. Unit: Lump Sum. Measurement: Buoys, rope and anchor fabricated and completely installed prior to construction.
- Add Line #49 – Handrails at Spillway Stairs (two rails per set of stairs) – Install OSHA approved handrails for protection of workers and site personnel accessing the spillway by the existing steep steps. Unit: Each. Measurement: Each handrail installed (4 total).
- Add Alternate #1 – Protection of Work During Wet Weather Event - Provide price to be compensated in the event there is a wet weather event in excess of a 10-year storm and the lake level overtops the cofferdam. Provide price for protection of work and necessary measures to prepare the work area to continue work after the event passes. Unit: Each. Measurement: Each rain event in excess to 10-year storm that overtops the cofferdam and spillway.

011050 Work Restrictions
- Section 1.5 Special Instructions, add:
  “H. Cutoff Wall at North Bank:” The cutoff wall will extend 10 feet into the north bank as shown on the drawings. This excavation must be performed in the presence of the geotechnical inspector and the Engineer. The intent of this installation is to provide a vertical excavation, and to install steel reinforcement and concrete directly into the excavation to form the cutoff wall in this area. Contractor shall exercise special care in making this excavation to avoid compromising the slope or the existing adjacent concrete wall panel.”

Attachments: Pre-Bid Meeting Minutes, Current Bidders List, Revised Bid Form

END OF ADDENDUM NO. 1
**NOTE: The pre-bid meeting was recorded. Please contact Leslie Barksdale to receive a copy.**

1. **PARTICIPANT INTRODUCTIONS**

1.1 **OWNER: CITY OF MARTINSVILLE**

Mike Kahle, Director of Water Resources  
Shannon Agee, Project Manager  
55 West Church Street  
Martinsville, VA 24112  
(276) 403-5157  
mkahle@ci.martinsville.va.us  

1.2 **DESIGNER / OWNER'S REPRESENTATIVE: DEWBERRY ENGINEERS INC.**

Scott Ehrhardt, PE, Project Manager  
Leslie Barksdale, PE, Project Engineer  
551 Piney Forest Road  
Danville, VA 24541  
(434) 549-8503  
sehrhardt@dewberry.com  

1.3 **FUNDING ADMINISTRATOR**

Joyce French, French Connection  
jf.frenchconnection@gmail.com  
(434) 372-5960  

1.4 **DEQ CLEAN WATER FINANCING PROJECT MANAGER**

Drew Miller and Charlie Via  
richard.miller@deq.virginia.gov  
(540) 562-6873  

1.5 **PARTICIPANTS**

Current bidders list is attached to the meeting minutes. Please notify Leslie Barksdale directly to be placed on the bidders list.
2. **PROJECT DESCRIPTION AND CONSIDERATIONS**

2.1 **SCOPE OF WORK**

The principal features of work to be performed under this contract are to: install temporary spillway diversion measures (siphon) and temporary dewatering systems; expansion of the existing crest turn-down wall; install new underdrain and wall drainage system; restore concrete; replace spillway floor panels; seal construction/expansion joints in the spillway; subgrade grouting of the spillway floor and wall slabs.

a) **Summary of work and work restrictions** are described in Section 01 in the Contract Documents and shown on the Contract Drawings.
   a. Engineer reiterated that the 011050 Work Restrictions specification must be read by all contractors. This includes sequence of work, times where additional inspection by the Engineer or Geotech is required, and protection of work during a wet weather event.
   b. Note that an ultrasonic level sensor will be required to monitor lake level during construction. Refer to 011050 Work Restrictions for more information.

b) **DEQ Clean Water Revolving Loan Fund Contract Requirements** – Drew Miller with DEQ reviewed these items and directed all bidders to read and review the DEQ contract inserts, which are the first document in the specification book. Any questions can be sent directly to Leslie Barksdale.
   a. **American Iron and Steel** – all iron and steel products used in the project must be American made. Certifications will be required.
   b. **MBE/WBE** – goals can be found on page 3 of the DEQ contract inserts.
      i. Please provide documentation of efforts to achieve these goals with the bid.
   c. **Davis Bacon Act** – interviews will be conducted by Joyce French during construction.

c) Engineer reviewed a Google Earth overall map of site location, as well as photos of the construction area.

d) Other significant contract requirements include:
   a. **Land Disturbance (Henry County):** The “Erosion and Sediment Control Plan” based on the measures shown on the plans has been approved by the local erosion and sediment control review authority. **The Contractor is responsible for obtaining the required permit from Henry County prior to construction.** The Contractor’s cost shall be included in the bid price for Erosion and Sediment Control. This is the only permit that the Contractor will be required to pay for and obtain.

   b. **USACE Coordination:** A nationwide permit for constructing the cofferdam and dewatering the area behind the cofferdam will be issued. Contractor to abide by conditions as necessary in this NWP. This permit is being obtained by the Owner.

   c. **DCR Dam Alteration Permit:** This permit will be obtained by the Owner. Plans and specifications as written will comply with this permit.
d. **Property Access:** The contractor will build the drive access at the top of the dam as shown on the drawings. The contractor may also access the dam from the bottom. Access without equipment is available from Caretaker Cottage, located at 70 Caretaker Lane. There is a parking lot and steps down to the spillway.

e. **Siphon:** The Contractor is responsible for constructing the siphon system, start-up, lowering the lake level 4’, as well as full operation and maintenance throughout construction. The HDPE piping is existing on site.

f. **Staging Areas:** Coordinate staging areas at the dam with the City site inspector.

g. **Geotechnical Testing:** The Contractor is required to hire an outside geotechnical testing firm for testing of subgrade and concrete.

e) Contract Documents can be viewed by:
   a. Purchasing for $150 with refund per set as stated in Advertisement for Bid through Dewberry Engineers Inc., at the address listed above or by contacting Veronica Ligon at 434-549-8515.
   b. Downloading from the City website. (https://www.martinsville-va.gov/departments/purchasing/current-bids-and-information)

   Please inform the Engineer if you intend to bid the project to ensure that you are placed on the plan holders list and addenda are sent directly to you.

2.2 **NOTABLE CONTRACT CONDITIONS OR WORK SCOPE**
   a) Contractor shall be responsible for implementing emergency measures to allow the reservoir spillway to be placed back in service during the construction period in the event of a historic rain event(s).
   b) Work Hours; Standard Work Hours in the Specifications - 7:30 am to 5:00 pm Monday through Friday, unless otherwise approved by the Owner.
   c) Bonds: 5% Bid, 100% Payment and Performance Bonds are required

2.3 **CONTRACT TIME AND DAMAGES**
   a) Total Contract Time for each contract is currently 270 Calendar Days to Substantial Completion and 300 to Final Completion. Schedules will run concurrently.
   b) Contract allows 60 days to award project
   c) Damages for late completion beyond Substantial Completion will be liquidated at $450/day
   d) Damage for late completion beyond Final Completion will be liquidated at $300/day

2.4 **BID FORMAT**
   a) Single Prime, combination Lump Sum and Unit Prices. Bid will be awarded on Base Bid considering shown unit quantities in the bid form.
3. **QUERIES & ADDENDA**

3.1 **FORMAL QUESTIONS REQUIRING WRITTEN RESPONSE**

All questions must be received by 5:00 p.m. on Monday, June 8, 2020. Addenda will be issued as necessary, with a final addendum issued by 5:00 p.m. on June 9th. All formal request for information letters may be sent attached to an email to:

Leslie Barksdale, PE - lbarksdale@dewberry.com

Questions must include:
- Reference of the document section and/or drawing sheet number in question.
- An exact question(s) to be answered.
- All necessary supporting documents necessary for an evaluation beyond the contents of the Contract Documents where applicable.

3.2 **ADDENDA**

Addenda will be issued in writing as deemed necessary by the Engineer and Owner. If any are issued, they must be noted on the Bid Form in the space provided on that form.

4. **BIDDING INSTRUCTIONS AND PROCEDURES**

4.1 **TIME AND PLACE FOR BIDS TO BE RECEIVED AND OPENED**

Separate sealed Bids from qualified contractors will be received by The City of Martinsville to be submitted to:

By FedEx, UPS or hand delivered to:
Attn: Purchasing Manager
Central Warehouse
990 Fishel Street
Martinsville, VA 24112-3248

Or by postal mail sent to:
Attn: Zachary Morris, Purchasing Manager
P. O. Box 1112
Martinsville, VA 24114-1112

To be received by 2:00 p.m., (Local Time) June 12, 2020. Bids will be publicly opened and read aloud at the Central Warehouse (address above).

4.2 **BID FORM**

a) A Bid Form is included in the Contract Documents. This form can be photocopied for use in submitting a bid. Signature and Notary on the Bid Form, however, must be original.

4.3 **ADDITIONAL DOCUMENTS TO ACCOMPANY EACH BID – ARTICLE 7 OF BID FORM**

All Bidders must include signed, completed originals (notarized or witnessed as described) of the following:
- Acknowledgement of all Addenda on Bid Form
- Bid Form
- Bid Bond (5% of Bid Price)
- Evidence of authority to do business in the state of Virginia
- Contractor’s License Number
4.4 **BIDDING FORMAT**
The base bid consists of the sum of all items on the bid form.

4.5 **REVIEW AND AWARD**
- Designer will review bids to confirm responsiveness, check values submitted, then complete and issue a certified bid tab within 2 business days of the bid opening, noting the apparent low bidder at that time
- Designer will review bidders’ qualifications and references, evaluate the responsible nature of the bidders, compare base pricing against available funds, and then make written recommendation of award to the owner within 2 business days of the bid opening.

5. **PRE-BID SITE VISIT**
The site will be available for visiting between the hours of 9:00 AM – 11:00 AM on June 2nd and 3rd. Please coordinate directly with Mike Kahle to visit the site outside these set hours.

6. **ADJOURN MEETING**
DISTRIBUTION OF PLANS AND SPECIFICATIONS/PLAN DEPOSIT REPORT

Project Name: Beaver Creek Reservoir Spillway Improvements Project

Client: City of Martinsville Water Resources Department

Bid Date/Time/Place: Sealed written responses must be received by June 12, 2020 at 2:00 p.m.

<table>
<thead>
<tr>
<th>Contractor Telephone No. &amp; Email Address</th>
<th>Date Addenda Emailed</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Website: <a href="https://www.martinsville-va.gov/departments/purchasing/current-bids-and-information">https://www.martinsville-va.gov/departments/purchasing/current-bids-and-information</a></td>
<td></td>
</tr>
<tr>
<td>Mike Kahle – 276-403-51517</td>
<td></td>
</tr>
<tr>
<td>Shannon Agee – 276-806-0250</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:mkahle@ci.martinsville.va.us">mkahle@ci.martinsville.va.us</a></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:sagee@ci.martinsville.va.us">sagee@ci.martinsville.va.us</a></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:zmorris@ci.martinsville.va.us">zmorris@ci.martinsville.va.us</a></td>
<td></td>
</tr>
<tr>
<td>Mike Kahle – 276-403-51517</td>
<td>Emailed 5/14/20</td>
</tr>
<tr>
<td>Shannon Agee – 276-806-0250</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:mkahle@ci.martinsville.va.us">mkahle@ci.martinsville.va.us</a></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:sagee@ci.martinsville.va.us">sagee@ci.martinsville.va.us</a></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:zmorris@ci.martinsville.va.us">zmorris@ci.martinsville.va.us</a></td>
<td></td>
</tr>
<tr>
<td>Valley Construction News</td>
<td></td>
</tr>
<tr>
<td><a href="http://www.vcnonline.com/">http://www.vcnonline.com/</a></td>
<td></td>
</tr>
<tr>
<td>(888) 922-3669</td>
<td></td>
</tr>
<tr>
<td>Builders Exchange of Richmond</td>
<td></td>
</tr>
<tr>
<td><a href="http://www.bxava.com/index.cfm">http://www.bxava.com/index.cfm</a></td>
<td></td>
</tr>
<tr>
<td>(804) 353-2788</td>
<td></td>
</tr>
<tr>
<td>Rain For Rent</td>
<td></td>
</tr>
<tr>
<td>Noah Kwiek, Senior Solutions Expert</td>
<td>Emailed 5/14/20</td>
</tr>
<tr>
<td>Office: 804.732.6914</td>
<td></td>
</tr>
<tr>
<td>Cell: 804.712.0014</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:NKWIEK@rainforrent.com">NKWIEK@rainforrent.com</a></td>
<td></td>
</tr>
<tr>
<td>Burleigh Construction Co., Inc.</td>
<td></td>
</tr>
<tr>
<td>Martha Dudley, Corporate Secretary</td>
<td>Emailed 5/22/20</td>
</tr>
<tr>
<td>Office: 434.993.2214</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:mpburleigh@burleighconstruction.com">mpburleigh@burleighconstruction.com</a></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:drunion@burleighconstruction.com">drunion@burleighconstruction.com</a></td>
<td></td>
</tr>
</tbody>
</table>
**DISTRIBUTION OF PLANS AND SPECIFICATIONS/PLAN DEPOSIT REPORT**

- **Project Name**: Beaver Creek Reservoir Spillway Improvements Project
- **Client**: City of Martinsville Water Resources Department
- **Bid Date/Time/Place**: Sealed written responses must be received by June 12, 2020 at 2:00 p.m.

<table>
<thead>
<tr>
<th>Contractor Telephone No. &amp; Email Address</th>
<th>Date Addenda Emailed</th>
</tr>
</thead>
<tbody>
<tr>
<td>RamJack USA Arthur Torsone Estimator</td>
<td>Emailed 5/26/20</td>
</tr>
<tr>
<td>Office: 843.582.2888 <a href="mailto:arthur@ramjackus.com">arthur@ramjackus.com</a></td>
<td></td>
</tr>
<tr>
<td>Nathan Hackney CJGeo 804-258-3777 <a href="mailto:nathan@cjgeo.com">nathan@cjgeo.com</a></td>
<td>Emailed 5/27/20</td>
</tr>
<tr>
<td>Tom Gibbs NCFI Geotechnical Polyurethanes Territory Manager 865-237-9317 <a href="mailto:tom.gibbs@ncfi.net">tom.gibbs@ncfi.net</a></td>
<td>Emailed 5/27/20</td>
</tr>
<tr>
<td>Jordan S. Cruise, PROJECT MANAGER PRICE BUILDINGS, INC. 540-483-7226 <a href="mailto:jcruse@pricebuildingsinc.com">jcruse@pricebuildingsinc.com</a></td>
<td>Emailed 5/27/20</td>
</tr>
</tbody>
</table>
**DISTRIBUTION OF PLANS AND SPECIFICATIONS/PLAN DEPOSIT REPORT**

**Project Name:** Beaver Creek Reservoir Spillway Improvements Project

**Client:** City of Martinsville Water Resources Department

**Bid Date/Time/Place:** Sealed written responses must be received by June 12, 2020 at 2:00 p.m.

<table>
<thead>
<tr>
<th>Contractor Telephone No. &amp; Email Address</th>
<th>Date Addenda Emailed</th>
</tr>
</thead>
<tbody>
<tr>
<td>D. H. Griffin Infrastructure, LLC</td>
<td>Emailed 5/27/20</td>
</tr>
<tr>
<td>Danny Hoyle</td>
<td>Chief Estimator</td>
</tr>
<tr>
<td>Greg Bernier</td>
<td>Estimator</td>
</tr>
<tr>
<td><a href="mailto:dhoyle@dhgriffin.com">dhoyle@dhgriffin.com</a></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:gbernier@dhgriffin.com">gbernier@dhgriffin.com</a></td>
<td></td>
</tr>
</tbody>
</table>
# BID FORM

City of Martinsville  
Beaver Creek Reservoir Spillway Improvements  
Revised Addendum #1

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1 – Bid Recipient</td>
<td>2</td>
</tr>
<tr>
<td>Article 2 – Bidder’s Acknowledgements</td>
<td>2</td>
</tr>
<tr>
<td>Article 3 – Bidder’s Representations</td>
<td>2</td>
</tr>
<tr>
<td>Article 4 – Bidder’s Certification</td>
<td>3</td>
</tr>
<tr>
<td>Article 5 – Basis of Bid</td>
<td>4</td>
</tr>
<tr>
<td>Article 6 – Time of Completion</td>
<td>12</td>
</tr>
<tr>
<td>Article 7 – Attachments to This Bid</td>
<td>12</td>
</tr>
<tr>
<td>Article 8 – Defined Terms</td>
<td>12</td>
</tr>
<tr>
<td>Article 9 – Bid Submittal</td>
<td>12</td>
</tr>
</tbody>
</table>
ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

By FedEx, UPS or hand delivered:

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

Or by postal mail:

City of Martinsville
Attn: 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 Forms.

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:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>L.I.</th>
<th>Description</th>
<th>Unit</th>
<th>Est. Qty.</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Access Improvements Across Stillling Pool (Bottom of Spillway)</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Access Drive Clearing and Tree Hauling (Top of Spillway)</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Access Drive Grading and E&amp;S (Top of Spillway)</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Stone for 12' Access Drive (Top of Spillway)</td>
<td>CY</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Stone for 12' Construction Entrance (Bottom of Spillway)</td>
<td>CY</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Siphon</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Welded Steel Siphon Intake</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>24&quot; Ductile Iron Siphon Pipe &amp; Restrained Fittings</td>
<td>LF</td>
<td>375</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Move and Install Existing 24&quot; HDPE Siphon Pipe On Site</td>
<td>LF</td>
<td>360</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>30&quot; Steel Casing Pipe (for HDPE carrier pipe)</td>
<td>LF</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Concrete Restraining Collar</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Vacuum Priming System</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Combination Air/Vacuum Release Valve</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Reinstall Existing 24&quot; Knife Gate Valve</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>------</td>
<td>----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>24&quot; Knife Gate Valve</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>24&quot; x 4&quot; Tee and 4&quot; Ball Valve w/ Quick Connect</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Plunge Pool with Level Spreader</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Start-up and Maintenance of Siphon (lower lake level 4 ft)</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Cutoff Wall</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Cofferdam @ Spillway Crest</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Subgrade Preparation, Forming &amp; Reinforcing for Cutoff Wall</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Concrete Cutoff Wall</td>
<td>CY</td>
<td>303</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Grouting and Concrete Repairs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Mobilize Polyurethane Grout and Grouting Equipment</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>1/2 inch Diameter Grout Injection Holes, Drilled and Patched</td>
<td>EA</td>
<td>1450</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Polyurethane Injection Grout, in-place volume</td>
<td>CF</td>
<td>5550</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Remove and Provide New Concrete Floor Panels (11B, 12A, 12B)</td>
<td>EA</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Cut and Remove Wall Panel 5B Section for Large Void Inspection and Remove Local Grouted Rip-Rap</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Shoring, Remove Unsuitable Soils and Provide Suitable Soils at 5B Large Void</td>
<td>CY</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Concrete Wall Panel Repair 5B</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>5' Wall Joint Repair (Ref. C-302)</td>
<td>EA</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Concrete Curb Along South Wall</td>
<td>CY</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Resurface Concrete Floor (flow path)</td>
<td>SY</td>
<td>1067</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Concrete Cap of Rip-rap Above South Wall (broom finished)</td>
<td>CY</td>
<td>63</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Underdrains and Wall Drains</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Demo Existing Concrete Floor for Underdrains</td>
<td>SF</td>
<td>1940</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>4&quot; Perforated HDPE Underdrain - Laterals (including fittings, geotextile, stone, backfill)</td>
<td>LF</td>
<td>720</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>8&quot; Solid HDPE Collector Underdrain - Center of Spillway</td>
<td>LF</td>
<td>230</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>8&quot; Ductile Iron Pipe (daylight underdrain)</td>
<td>LF</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Concrete Repair and Construction Joint Replacement (following underdrain installation)</td>
<td>CY</td>
<td>36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Wall Drain (2&quot; drill hole, 1.5&quot; slotted &amp; solid pipe, end cap, geotextile, cement mortar)</td>
<td>EA</td>
<td>14</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### General

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Unit</th>
<th>Qty.</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>38</td>
<td>Site Prep/ Mobilization + Onsite Job Trailer</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>Erosion and Sediment Control</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Geotechnical Testing and Site Inspection</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Dewatering</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Site Restoration</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Chainlink Fence</td>
<td>LF</td>
<td>820</td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Replacement of Unsuitable Material (compacted in place) - extra material</td>
<td>CY</td>
<td>300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>VDOT #1 Stone - extra material</td>
<td>CY</td>
<td>300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>No. 57 Stone - extra material</td>
<td>CY</td>
<td>300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Rip-rap - extra material</td>
<td>CY</td>
<td>300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>Marker Buoys with Heavy Nylon Rope and Anchor</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Handrail at Spillway Stairs (two handrails per set of stairs)</td>
<td>EA</td>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Lump Sum Bid Price (Items 1 through 49): ________________________________

______________________________ Dollars (in words) ($ ___________________)

### Alternate #1 – Wet Weather Event Protection

<table>
<thead>
<tr>
<th>L.I.</th>
<th>Description</th>
<th>Unit</th>
<th>Qty.</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>Protection of Work During Wet Weather Event in Excess of 10-year Storm (water overtopping cofferdam and spillway)</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment 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. Acknowledgement of all Addenda

B. Bidder Compliance Statement/Certification Regarding Equal Employment Opportunity (RLF Attachment #2);

C. American Iron and Steel (AIS) Certification Statement (RLF Attachment #6);

D. Required Bid Bond;

E. List of Proposed Subcontractors meeting MBE/WBE requirements (RLF Attachment #1);

F. List of Proposed Suppliers meeting MBE/WBE requirements (RLF Attachment #1);

G. Evidence of authority to do business in the state of the Project;

H. 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. ______________________.