

Addendum #1

Date: Febur4, 2022

To: All Project Bidders and Holders of Project

Subject: Addendum #1
H&P Project # 20200415
Dan E. French Reservoir on Graham Creek Dam Improvements
Amherst County, VA

All contractors, subcontractors, suppliers, and vendors submitting Proposals on or related to this project shall incorporate in their proposals all items as described herein, and further, shall acknowledge on the Bid Proposal Form, the receipt of this Addendum.

Item One: Pre-bid Meeting Minutes

The pre-bid meeting minutes and attendance list are attached to this addendum.

Item Two: Contract Specifications

005213, Agreement – The construction time was updated as discussed in the pre-bid meeting and attached to this addendum.

End of Addendum 1



Dan E. French Reservoir on Graham Creek Dam Improvements
Pre-Bid Conference Minutes
2pm, February 3, 2022



1. Welcome and Introductions

- **Project Personnel**
Hurt and Proffitt, Inc. → Mike Wilson, PE, Project Manager
Hurt and Proffitt, Inc. → Tyler Marshall, PE, Project Engineer
Amherst County Service Authority (ACSA) → Robert Hopkins, PE, Executive Director
- **Attendance List**
This is a non- mandatory pre-bid meeting. Please complete the sign-in sheet. The list will be provided with Addendum 1.
- **Agenda**
Available.
- **Minutes**
Minutes will be distributed to those on sign up sheet as part of an Addendum 1.

2. Scope of Work

- **BASE BID – Dam Improvements** – Lump Sum price for dam improvements including the following:
 - Construction of a concrete emergency spillway extension, site grading, tree removal, entrance improvements (**excluding new iron gate**), embankment protection, emergency spillway protection, and other dam safety improvements, as shown on the design plans and as described in the technical specifications.
- **ADD BID ITEM #1** – Lump sum price for water line relocation including the following:
 - Installation of the new pipe, fittings, restoration, testing, and proper disposal of associated material, as shown on the design plans and as described in the technical specifications.

Contract award will be based on the **Total Base Bid Amount**, including any properly submitted bid modifications, **plus any Additive Bid Items** taken in sequence as the **Owner in its discretion decides to award**.

3. Schedule:

- All questions must be submitted in writing or email no later than 5 pm on **Monday, February 14, 2022**. Only questions submitted in writing (letter or email) will be considered and addressed in any addenda.
- Bid Bond required for bids exceeding \$100,000.
- Performance & Payment bonds will be required from the successful bidder.
- Bid submittal is 2pm on **Thursday, February 24, 2022**. Submit bids to:

Amherst County Service Authority
Attn. Robert A. Hopkins, PE Executive Director
113 Phelps Road
Madison Heights, VA 24572

- It is the responsibility of the Bidder to ensure that Hurt and Proffitt, Inc. receives the submittal by the proposal due date and time. No submittals or modifications to submittals will be accepted after the proposal due date and time.
- At 2 pm, Bids will be publicly opened and read aloud at same location.
- Issuance of the Notice of Award is tentatively expected to be given March 2, 2022.
- Issuance of the Notice to Proceed is tentatively expected to be given by April 4, 2022.
- Work is to be Substantially Complete in 240 calendar days (November 30, 2022)
Note Agreement miss print of 270 days. Addendum #1 to include updated Agreement
- Work is to be Complete in 30 calendar days after Substantial Completion (December 30, 2022)
- Typical work hour requirements shall be Monday - Friday 7am-6pm unless prior approval is granted for alternate work hours.
- Weekend work, Prior approval from Owner is required before proceeding.
- On-site progress meetings (1 per month). One will be coordinated with pay request meeting.

4. Construction stakeout, materials testing, and inspection:

- Construction stakeout is to be provided by the Contractor.
- Owner will contract with Hurt & Proffitt, Inc. to provide compaction/concrete testing.
- Hurt & Proffitt, Inc. will perform inspection.
- Contractor markups will be required from the contractor before final payment is issued. Markups to be submitted to the engineer.

5. Staging area:

- The Contractor shall coordinate the locations of staging, storage, and borrow areas with the Owner. ACSA noted that there is an open field area that could be used for staging/parking.
- The reservoir is used for County drinking water. Contractor to properly store/maintain all equipment and materials to protect the existing water quality.

6. Erosion and sediment control:

- All erosion control measures shall be installed before any work starts and installed/maintained in accordance with the Virginia Erosion and Sediment Control Manual.

7. Permitting

- Owner has received Amherst County E&S approval.
- Owner has received DEQ approval. A SWPPP is being prepared and the Contractor will be required to maintain on-site.
- Owner has received DCR Dam Safety approval.

8. Property

- Most work will occur on ACSA property. There is some riprap stabilization work as well as potential water line relocation work that is on the adjacent property across from the emergency spillway rehabilitation work.
- The property owner has been contacted by ACSA. There is an existing farm trail access route that can be used from Rt 130 to the area of work.

9. Restoration

- It is preferred by the Owner that restoration is performed daily, but weekly restoration may be acceptable. Restoration should be to as good or better condition as original.

10. Addendum

- Meeting minutes and any questions will be provided in Addendum 1. Addendum will be sent by 5 pm on Friday, February 4, 2022.

Questions – General Questions/Discussion

1. Project Estimate is \$2,064,400. Funding will be by VRA bonds and possible DCR Dam Safety grants.
2. A Geotechnical Investigation was completed prior to design. The report is included in the bid documents for your information.
3. The existing water line is AC pipe. There are notes on the drawings for handling/disposal.
4. This is a DCR Dam Safety High Hazard Structure. Act accordingly at all times.
5. As part of DCR Dam Safety compliance, ACSA has an emergency action plan on file with DCR dam safety that is to be used in emergency conditions. As part of construction, a temporary construction EAP will need to be in place. The plan submitted to DCR is included in the bid documents for your information.
6. The work at the entrance includes the construction of pillars for the iron gate (by others). Each column will have a plaque mounted on them. H&P has the plaques and will provide to the contractor.
7. Earthwork quantities listed on Sheet G-001 are overall numbers based on the difference between existing and finish contours.
8. Permits and Fees – Amherst County Service Authority will pay the SWPPP application fee. Any other fees/permits needed for construction will be by the contractor.
9. The reservoir is the primary water sources water treatment.
 - ACSA must have operational access to the structure at all times.
 - *Post Meeting comment - There is to be no reservoir fishing, boating, body water contact, etc. by any project personnel without ACSA authorization, and no gasoline-powered boats or equipment on or near the lake at any time, all in the interest of preserving water quality for drinking water treatment.*
10. The reservoir access is limited to staff and approved/authorized contractors. No public access. Contractor to monitor site access and notify ACSA of non-authorized access. Contractor to lock gate for appearance of no access each day.
11. No operation of any ACSA infrastructure by the contractor.
12. Contractor shall immediately notify ACSA and Engineer of any issues affecting water quality, reservoir operation, or dam safety/integrity.



Dan E. French Reservoir on Graham Creek Dam Improvements
Pre-Bid Conference Minutes
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13. ACSA will lower the reservoir water level a few feet prior to construction to keep storm waters from flowing in the emergency spillway.
14. Weather watch by ACSA, H&P, and contractor to ensure no water goes through the emergency spillway during construction. ACSA can open a sluice gate to lower the water level if necessary.
15. ACSA will be completing a dam inspection for DCR compliance in the Spring of 2022 but activity should not affect contractor activities.

**DOCUMENT 00 52 13 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Amherst County Service Authority (“Owner”) and _____ (“Contractor”). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Dan E. French Reservoir at Graham Creek Emergency Spillway Improvements.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: construction of a concrete emergency spillway extension, site grading, tree removal, installation of a new gated entrance, embankment protection, emergency spillway protection and other dam safety improvements, as shown on the plans and as described in the technical specifications.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Hurt & Proffitt Inc.
- 3.02 The Owner has retained Hurt & Proffitt, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Substantial Completion, and completion and readiness for final payment are as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 240 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount that follows, subject to adjustment under the Contract:

Base Bid, Lump Sum of

_____ DOLLARS (\$_____).

Add Bid Item #1, Lump Sum of

_____ DOLLARS (\$_____).

Total Base Bid + Add Bid Item #1

_____ DOLLARS (\$_____).

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law at the location of the Work.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, 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. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract 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 Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor 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 Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings with each sheet bearing the following general title: Dan E. French Reservoir at Graham Creek Emergency Spillway Improvements
 - 8. Addenda (numbers ___ to ___, inclusive).
 - 9. Exhibits to this Agreement:
 - a. Contractor's Bid.
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).
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 and American Society of Civil Engineers. All rights reserved.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Amherst County Service Authority

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

P.O. Box 100

Madison Heights, Virginia 24572

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

END OF DOCUMENT 00 52 13 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)