

DOCUMENT 00 91 13 – ADDENDUM**ADDENDUM NO. 1**

PROJECT: MCPSA Dry Valley and Walton Farms Water System Improvements
 Montgomery County Public Service Authority
 755 Roanoke Street
 Christiansburg, VA 24073

ENGINEER: Hurt & Proffitt, Inc.
 1861 Pratt Drive – Suite 1100, Blacksburg, VA 24060

Receipt of the addendum shall be acknowledged on the bid form. The bidding requirements and Contract Documents and Specifications and Plans dated June 29, 2022 for the above project are revised and clarified as listed below.

GENERAL CLARIFICATIONS:

1. Minutes from the Pre-Bid Conference are attached and made an integral part of the Contract Documents. Questions answered at the Pre-Bid Conference are included in the minutes. Answers to questions not addressed at the Pre-Bid Conference are below.
2. A rock clause will not be added to the Bid Form. All excavation will remain unclassified.
3. An additional 60 days is added to the contract time. The time to reach substantial completion is now 210 days and the time to reach final completion is 240 days.
4. Any request for additional laydown areas or other additional areas of disturbance shall be submitted to Montgomery County through the permitting process and shall include a sketch of the area with proposed ESC controls prepared by the Contractor.
5. The master meter shown on Plan Sheet C12 shall be a 6" McCrometer Ultra Mag flow meter with a ProComm GO Converter or approved equal.
6. The Contractor shall be responsible for providing the services of an independent testing laboratory for the testing outlined in Section 01 45 00 – Testing and Inspecting Services.
7. All piping materials shall conform to the Montgomery County Public Service Authority Water and Sewer Design and Construction Standards, Fourth Edition, dated July 2018.
8. General Construction Note 25 on Plan Sheet G6 applies to service lines installed under VDOT roadways. Installation of service lines in all other areas may be performed with open-cut methodology.
9. Repair of gravel shoulders, driveways, etc. shall be considered incidental to the Work. Separate payment for repairs to gravel covered areas shall not be made to the Contractor.
10. Reconstructions of existing PSA customers on Plan Sheets C1 – C3 shall be made on the east side of Firetower Road.
11. A revised Detail CM-1 is attached. The reducers have been moved to the outside of the vault.

CONTRACT DOCUMENTS:

<u>Document</u>	<u>Modification to be Made:</u>
00 52 13 – Agreement Between Owner and Contractor for Construction Contract	Time to reach substantial completion revised to 210 days. Time to reach final completion revised to 240 days.

TECHNICAL SPECIFICATIONS:

<u>Section</u>	<u>Modification to be Made:</u>
N/A	N/A

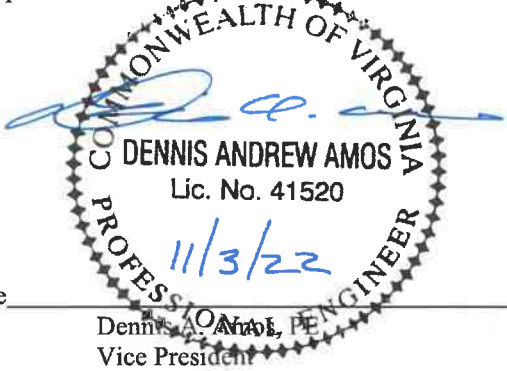
DRAWINGS:

<u>Sheet/Detail</u>	<u>Modifications to be Made:</u>
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Sheets C4 – C7	<p>The following note has been added to Plan Sheets C4, C5, C6, and C7.</p> <p>White lining of route, specifically between 33+00 and 53+00 on Rte. 600 Firetower Road, shall be coordinated with residency land use engineer prior to placement.</p> <p>Limits of driveway repairs have been added.</p>
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All other provisions of the contract documents remain unchanged.

Signature _____



Dennis A. Amos, PE
Vice President

END OF ADDENDUM NO. 1

AGENDA

**PREBID CONFERENCE
DRY VALLEY AND WALTON FARMS WATER SYSTEM IMPROVEMENTS
MONTGOMERY COUNTY PUBLIC SERVICE AUTHORITY**

**October 19, 2022
10:00 AM**

Minutes are shown in ***bold italics***

1. Introduction

- a. Sign-up Sheet
- b. Agenda Distributed
- c. Project Contacts

Hurt & Proffitt, Inc.
Dennis A. Amos, PE
Email: damos@handp.com
Phone: 540-552-5592

Montgomery County PSA
Chuck Campbell
Email: campbellce@montgomerycountyva.gov
Phone: 540-381-1997

2. Scope of Work

Bids will be received for one prime Contract. The scope of work is generally described as follows:

The work shall include, but shall not be limited to, construction of approximately 8,300 linear feet of 8" waterline, 1,100 linear feet of 6" waterline, 1,000 linear feet of 2" waterline, installation of new water meters and service lines, abandonment of old water mains, and related appurtenances as shown on the Plans and as described in the Contract Documents.

3. Scheduling

- a. Addendum will be issued on or about November 3, 2022. Provide all questions by 12:00 PM on October 28, 2022.
- b. Bid Opening - 3:00 P.M. local prevailing time on November 10, 2022 at the Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073.

- c. Award of Contract – bids to be reviewed by Engineer and Montgomery County PSA. Award is anticipated within 60 days of bid opening.
 - d. Construction Times:
Substantially completed within 150 days
Completed and ready for final payment within 180 days
 - e. Notice of Award will be issued as soon as possible. The Contractor awarded the work will be expected to issue a purchase order for materials within thirty (30) days of receiving a signed contract. Construction times will begin once materials have been delivered.
4. Bid Form – All work to be completed on a Unit Price basis as shown on the bid form.
5. Bid Package should include at a minimum the forms listed in Article 7 of the Bid Form.
6. Insurance and Bonds
- a. Bid Bond - 5%
 - b. Standard Labor and Material Payment Bond
 - c. Performance Bond
 - d. Insurance Required (General Conditions, Supplementary Conditions, Insurance Requirements)
7. Property, Easements, and Existing Utilities
- a. Property - Contractor to limit disturbances to property lines and right-of-way lines shown on the plans.
 - b. Utilities - Contractor is responsible for contacting Miss Utility to have existing utilities marked prior to performing work.
 - c. Contractor is responsible for notifying and coordinating with property owners prior to commencing work upon their properties.
 - d. Contractor is responsible for maintaining fencing during construction activities if applicable.
 - e. Contractor is responsible for maintaining access for property owners during construction activities.
 - f. Contractor is responsible for coordinating service line installation and connections with property owners.
8. Staking of Work
- a. Staking of the work shall be the responsibility of the contractor.

9. Inspection and Approval

- a. Owner and Engineer will be providing daily inspection for the project.

10. Permits – Erosion & Sediment Control and Building Permits

- a. Securing all necessary permits for the work shall be the responsibility of the contractor.
- b. An erosion and sediment control plan has been submitted and approved by the County. Contractor shall obtain the necessary permit from the County.
 - The County permit fee will be waived for this project.
 - The bond/surety between the PSA and the Contractor will cover the County's land disturbance permit bonding requirements.
- c. Contractor must obtain a Land Use Permit from VDOT.
 - The Land Use Permit fee will be \$420.
 - VDOT will require surety in the amount of \$72,600. This can be provided in the form of a check, letter of credit (LUP-LC), or performance bond (LUP-SB).

11. Special Concerns

- a. Bench mark as Shown on Plans
- b. Unclassified Excavation
- c. VDOT Traffic Control Provisions

12. Comments and Questions

- ***Contractor shall coordinate with VDOT on road crossing options at Firetower Road if it is proven that rock exists on both sides of the road preventing the installation of the bore.***
- ***Can a rock clause be added to the Bid Form?***
- ***Can an additional 60 days be added to the Contract Time?***
- ***The County Building Official will not be inspecting the service line installation work.***
- ***Blasting will only be allowed if the Contractor obtains the necessary permits and approvals.***
- ***All items demolished at the existing treatment works sites shall become the property of the Contractor.***

PREBID CONFERENCE ATTENDANCE LIST

Project: Montgomery County Public Service Authority

Date: October 19, 2022

Dry Valley and Walton Farms Water System Improvements

Project Number: 20211989

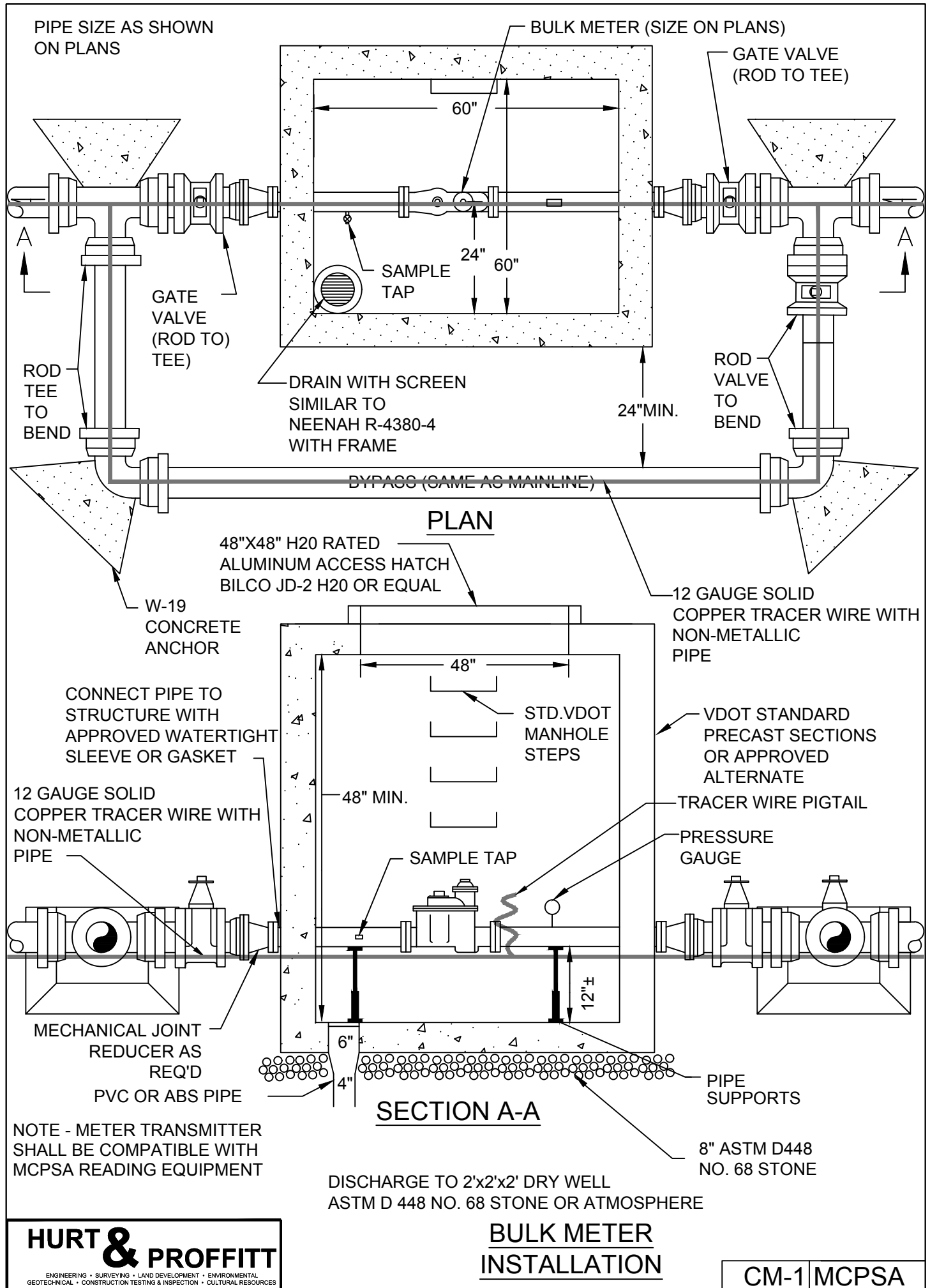
Time: 10:00 a.m.

Location: Montgomery County Government Center

Christiansburg, Virginia

Name:	Representing:	Phone & Email Address
Dennis A. Amos	Hurt & Proffitt, Inc.	540-552-5592 damos@handp.com
Chuck Campbell	Montgomery County PSA	540-381-1997 ccampbell@montgomerycountyva.gov
Dicky Morgan	ELPAC	540-525-3197 dmorgan@elpac.com
PRESTON HENDRICKS	JWB CONTRACTORS	540-643-6247 phendricks@jwbcontractors.com
Charles Wells	Wells Const. Co. INC	540 369 9650 wellsconco@wellsconstructionco.com
Jeff Beckner	Wells Construction Co.	540-204-7655 jb.wellsconco@privategarden.org
Jared Jones	Jones and Sons Excavating	Jones and Sons 96Aol.com
Jeff GROSELOSE	MONTGOMERY COUNTY	540-394-2134 groselosejb@montgomerycountyva.gov

Nov 03, 2022 9:11am / 20211989_CM-1_Updated_Detail.dwg



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

THIS AGREEMENT is by and between Montgomery County PSA ("Owner") and insert contractor name ("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:

ARTICLE 2 – THE PROJECT

Work shall include, but shall not be limited to, construction of approximately 8,300 linear feet of 8" waterline, 1,100 linear feet of 6" waterline, 1,000 linear feet of 2" waterline, installation of new water meters and service lines, abandonment of old water mains, and related appurtenances as shown on the Plans and as described in the Contract Documents.

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 Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. Work will be substantially completed within 210 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 240 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 \$600 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 \$400 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 – PAYMENT PROCEDURES

5.01 *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.
- B. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amount of \$XXXXXXXX, subject to adjustment under the Contract:

5.02 *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 30th 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). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.03 *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 6 – INTEREST

- 6.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

7.01 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; 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 8 – CONTRACT DOCUMENTS

8.01 *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.

EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).

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7. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: Dry Valley and Walton Farms Water System Improvements Project.
 8. Addenda (numbers [redacted] to [redacted], inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - 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 9.01.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 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

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

9.02 *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.

9.03 *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.

9.04 *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.

9.05 *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:

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 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.

9.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

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:

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:

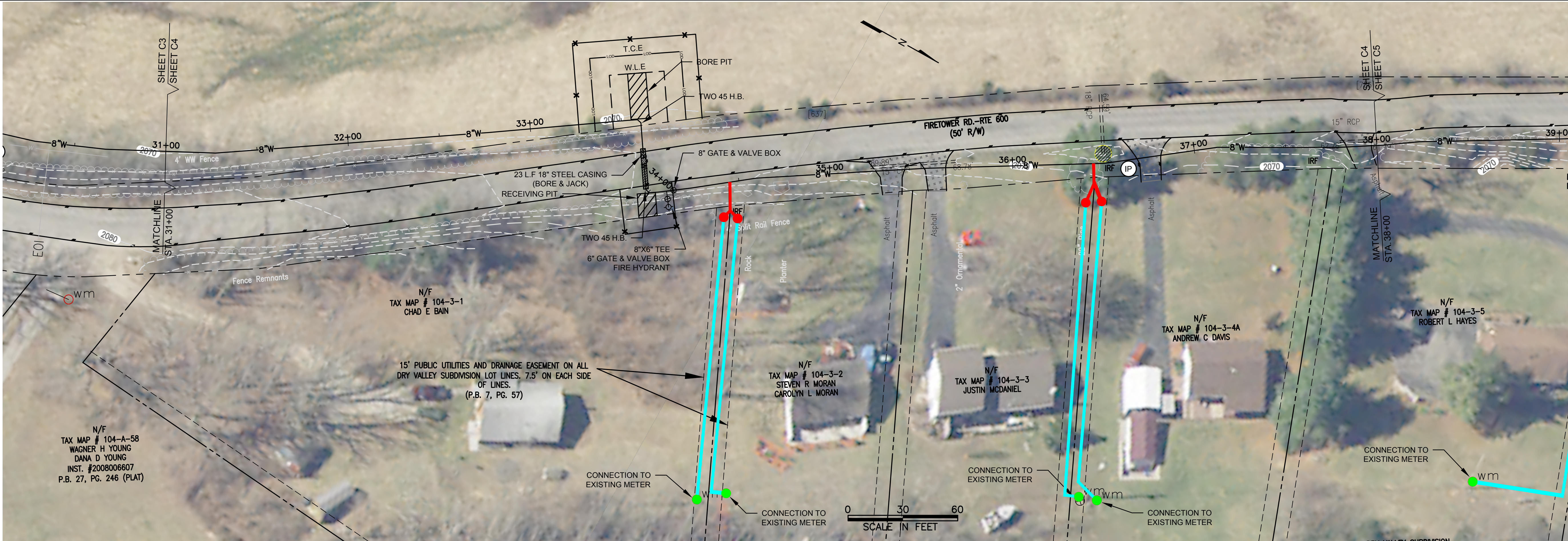
License No.: _____
(where applicable)

(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.

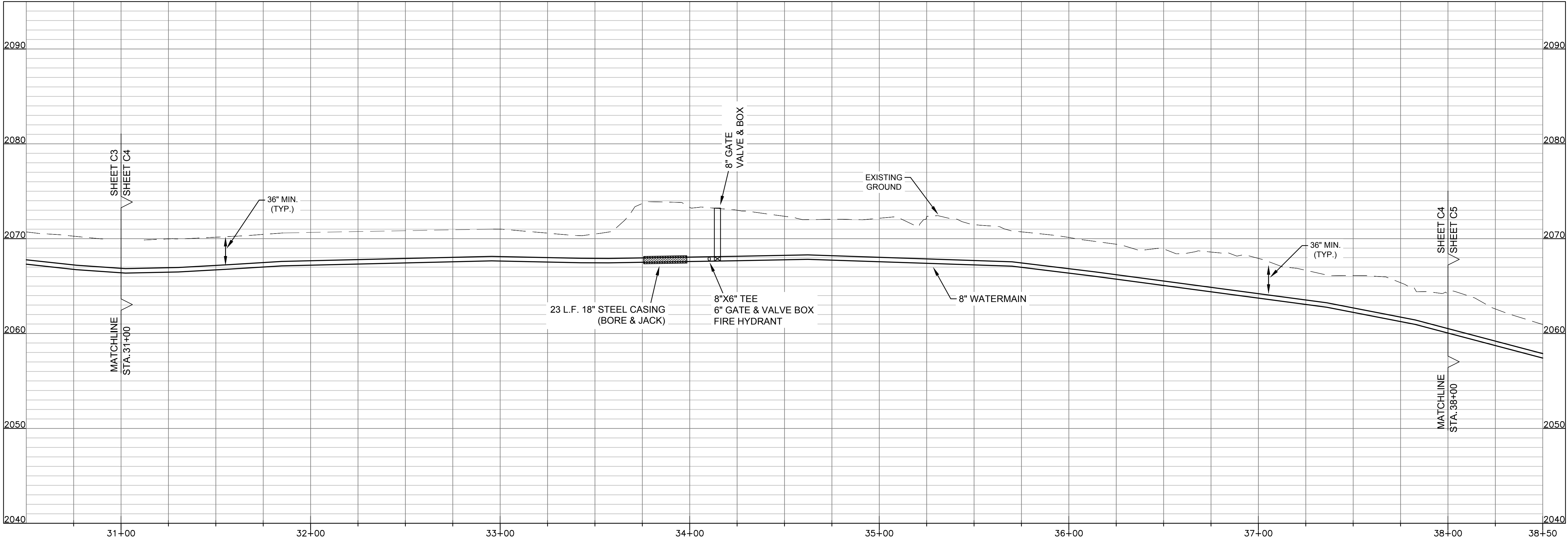
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BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

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NOTE:
White lining of route, specifically between 33+00 and 53+00
on Rte. 600 - Firetower Road, shall be coordinated with residency
land use engineer prior to placement

SHEET C4 VIEW

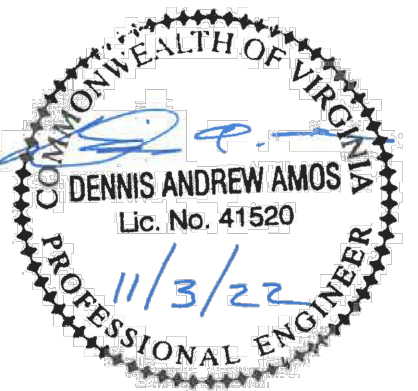


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PLAN & PROFILE
MONTGOMERY COUNTY PSA
DRY VALLEY & WALTON FARMS WM UPGRADE
MONTGOMERY CO. VA.

PROJECT NO. 20211989
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LONG. -80.502703, -80.481842
DATE: 11/3/2022
DRAWN BY: CBM
CHECKED BY: DAA

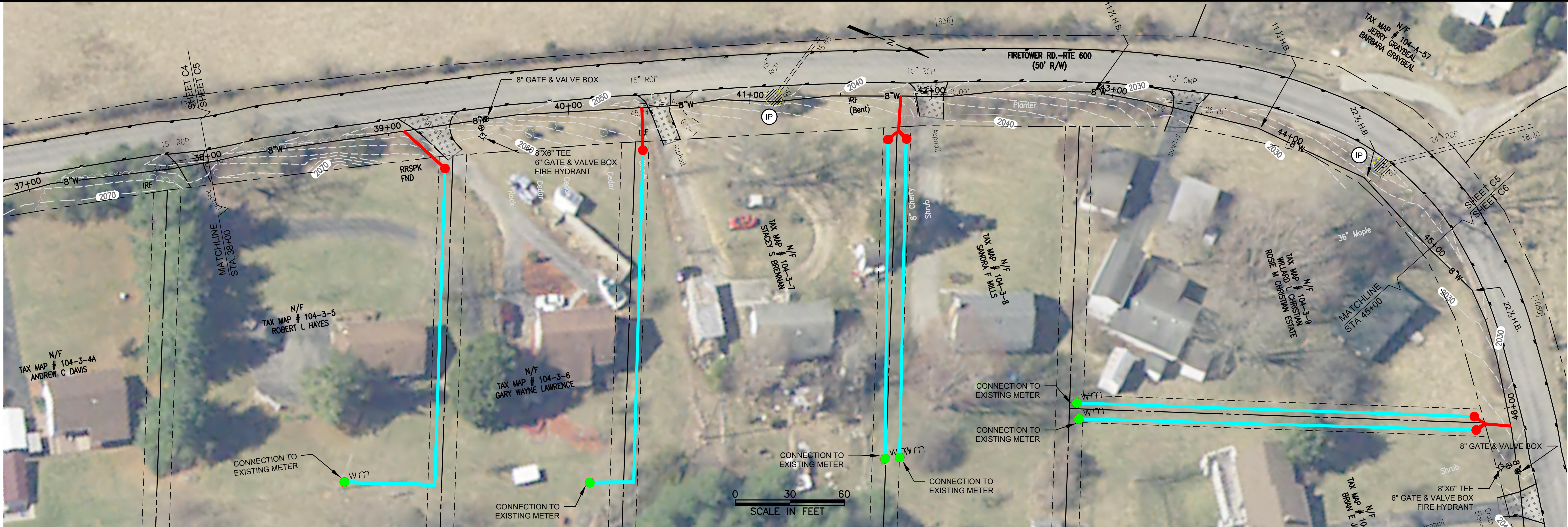


PLAN & PROFILE

HURT & PROFFITT

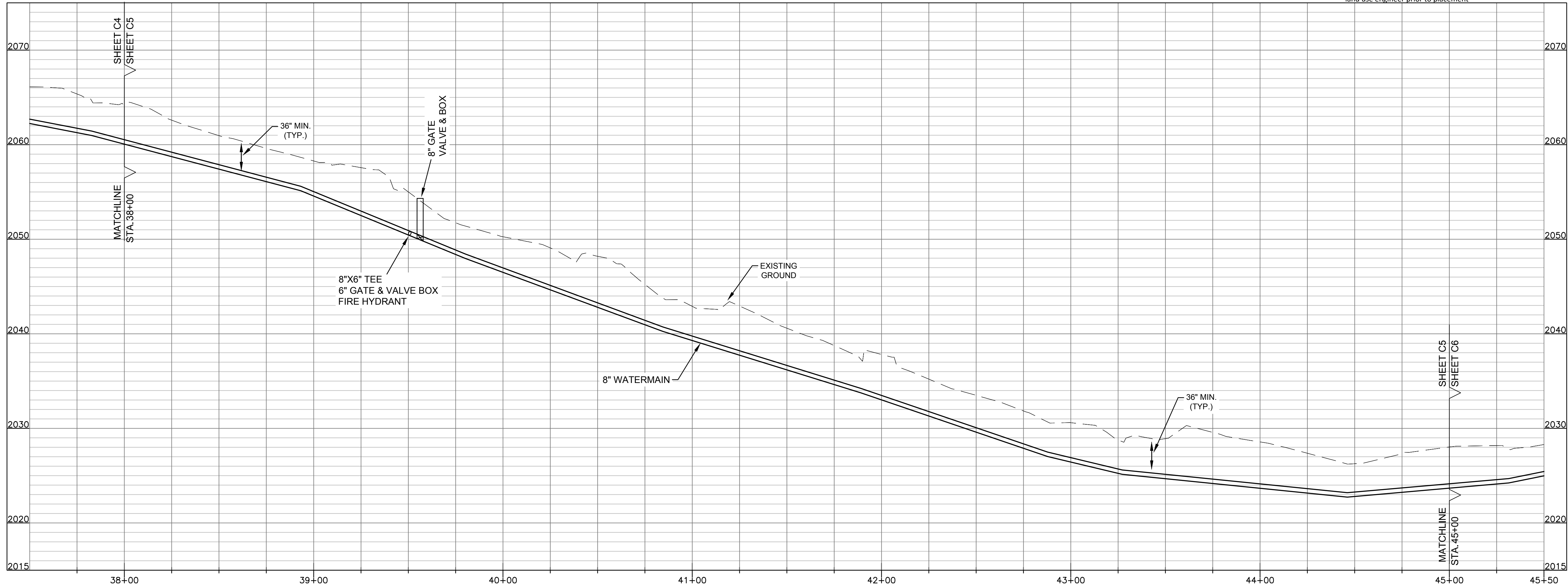
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SHEET C5 VIEW

NOTE:
White lining of route, specifically between 33+00 and 53+00
on Rte. 600 - Firetower Road, shall be coordinated with residency
land use engineer prior to placement



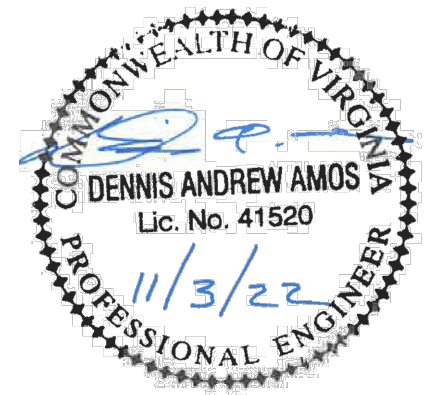
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PLAN & PROFILE
MONTGOMERY COUNTY PSA
DRY VALLEY & WALTON FARMS WM UPGRADE
MONTGOMERY CO. VA.

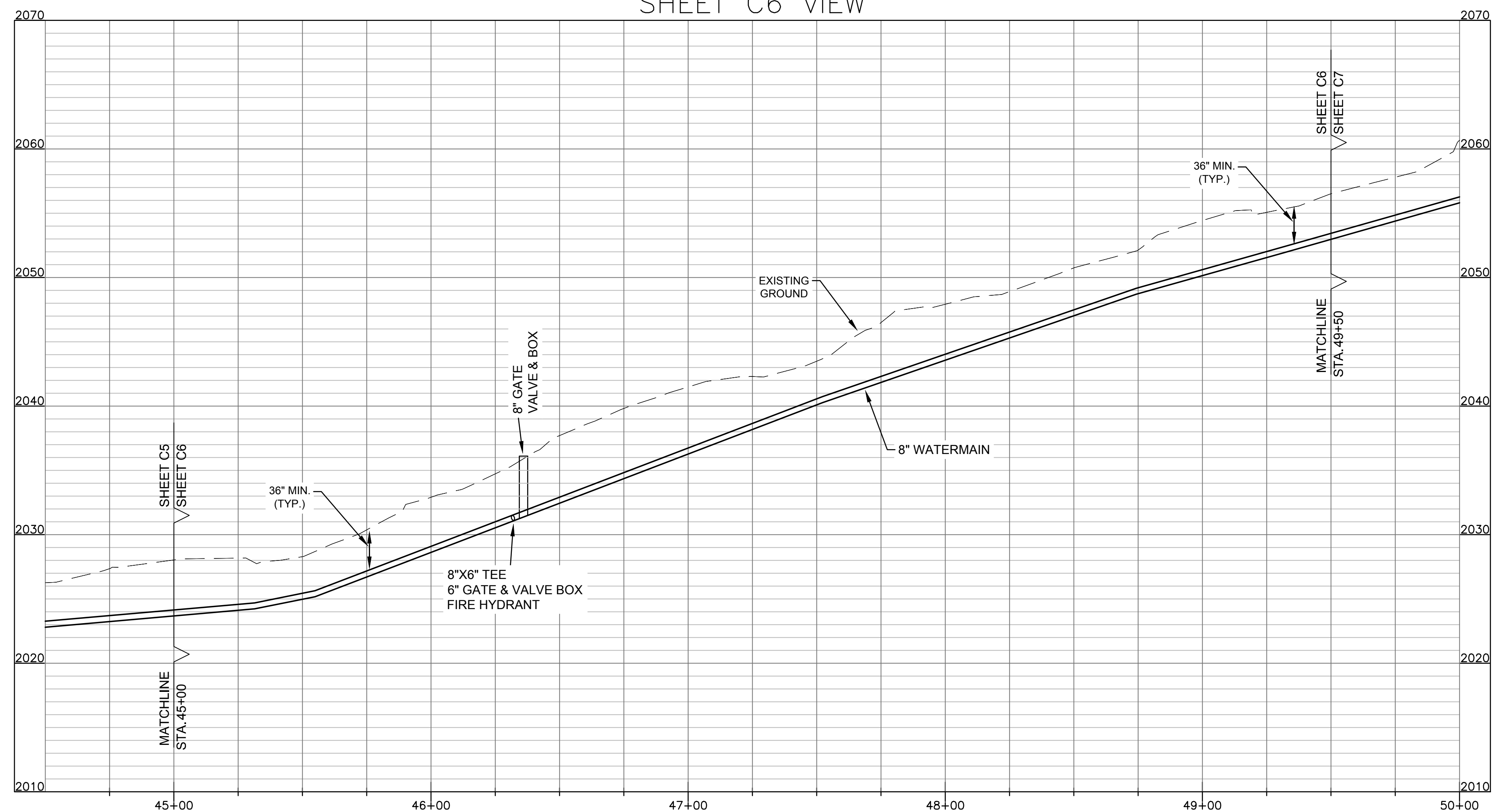
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LONG.	-80.502703, -80.481842
DATE:	11/3/2022
DRAWN BY:	CBM
CHECKED BY:	DAA



PLAN & PROFILE

HURT & PROFFITT

SHEET NO.	REV.
C5	



NOTE:
White lining of route, specifically between 33+00 and 53+00 on Rte. 600 - Firetower Road, shall be coordinated with residency land use engineer prior to placement

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MONTGOMERY COUNTY PSA
DRY VALLEY & WALTON FARMS WM UPGRADE
MONTGOMERY CO. VA.

JECT NO.	20211989
	37.111439 , 37.148914
G.	-80.502703 , -80.481842
E:	11/3/2022
WN BY:	CBM
CKED BY:	DAA

COMMONWEALTH OF VIRGINIA
 DENNIS ANDREW AMOS
 Lic. No. 41520
 11/3/22
 PROFESSIONAL ENGINEER

PLAN & PROFILE

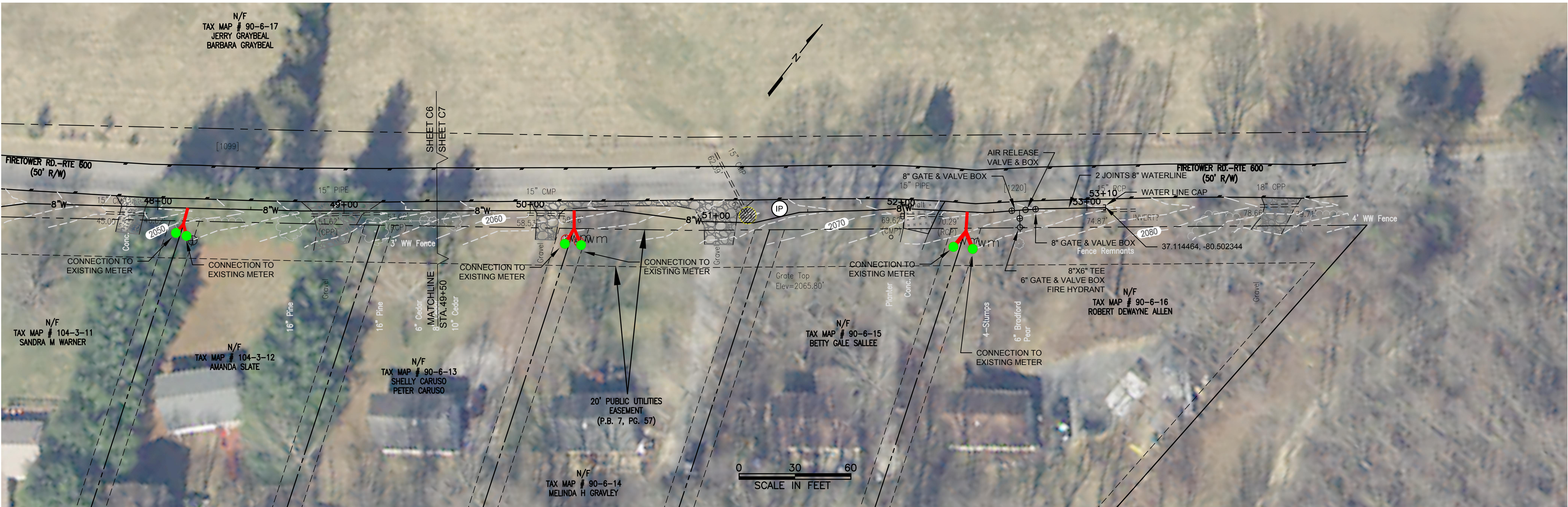
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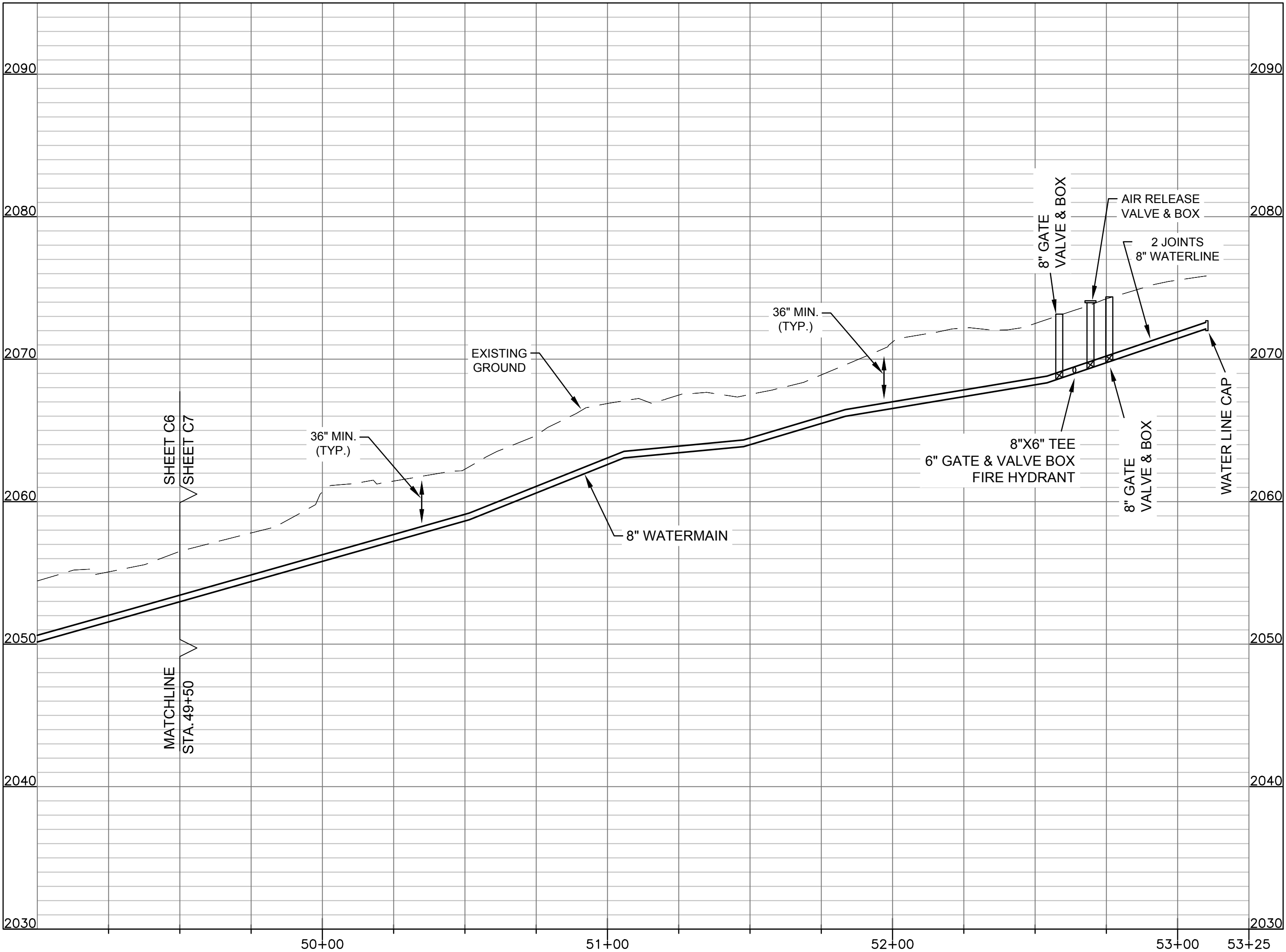
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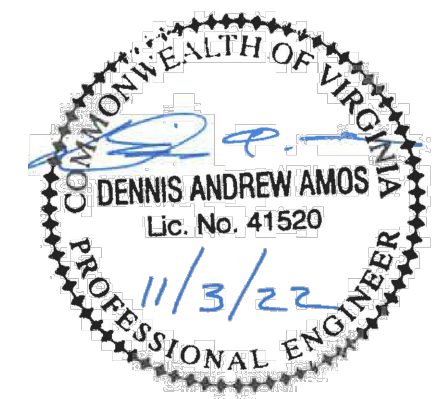
SHEET C7 VIEW



NOTE:
White lining of route, specifically between 33+00 and 53+00
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PLAN & PROFILE
MONTGOMERY COUNTY PSA
DRY VALLEY & WALTON FARMS WM UPGRADE
MONTGOMERY CO. VA.

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LONG. -80.502703, -80.481842
DATE: 11/3/2022
DRAWN BY: CBM
CHECKED BY: DAA



PLAN & PROFILE

HURT & PROFFITT

SHEET NO. C7
REV.

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