

Bidding Addendum

Addendum No. 2 for Halifax County Service Authority, Cowford Road WWTP Pump Station Conversion and Force Main. Wiley|Wilson Comm. No. 213178.00, dated December 4, 2017.

To: All Bidding Document Holders of Record

From: Wiley|Wilson
Lynchburg, Virginia

This Addendum contains 1 page and listed attachments and forms a part of the bidding documents and modifies the Project Manual and Drawings dated, September 30, 2015, as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject bidder to disqualification.

SPECIFICATIONS

1. Instructions To Bidders: Replace the Instructions To Bidders (EJCDC C-200) in the Project Manual with the Instructions To Bidders attached to Addendum No. 2.
 2. Bid Form: Replace the Bid Form (EJCDC C-410) in the Project Manual with the Bid Form attached to Addendum No. 2.
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End of Addendum No. 2

ATTACHMENTS

- Instructions To Bidders (EJCDC C-200)
- Bid Form (EJCDC C-410)
- Plan Holder Questions and Clarifications (December 4, 2017)



Wiley|Wilson

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INSTRUCTIONS TO BIDDERS
(EJCDC C-200)

SUGGESTED INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, the Halifax County Service Authority reserves the right to request financial data or other relevant information to affirm Bidder's ability and responsibility to perform the work.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. Those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.

- b. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to

examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER’S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study 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. consider the information known to Bidder itself; 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; and (3) Bidder’s safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, **or the dates by which**, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids in the case of a proposed substitute and 5 days prior in the case of a proposed “or-equal.” Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the General Conditions after the effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.
- 11.03 If an award is made, Contractor shall be allowed to submit proposed substitutes and “or-equals” in accordance with the General Conditions.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 [Deleted]
- 12.02 [Deleted]
- 12.03 If required by the bid documents the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for portions of the Work.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.
- 12.05 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.06 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06.A.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership’s address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm’s address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder’s name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture’s address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Base Bid with Alternates*

- A. Work to be included as part of the Lump Sum Bid Price for Base Bid shall be all work as shown on civil plan sheets C-201 through C-207, C-301 through C-502, and electrical plan sheets E-101 through IC-601 of the contract documents. *All mobilization and demobilization as required for the work as shown on plan sheets C-101 through IC-601 shall be included as part of the Lump Sum Bid Price for Base Bid.* Work included on civil plan sheet C-101 up to STA 10+75 of the contract documents shall be included as part of the Lump Sum Bid Price for Base Bid.
- B. Work to be included as part of the Bid Add Alternate “A” Price for Base Bid shall be all work as shown on civil plan sheet C-208 of the contract documents.
- C. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- D. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

14.02 *Unit Price*

- A. Work to be included as part of the Unit Price Bid Price for Base Bid shall be all work as shown on plan sheets C-101 through C-125 between STA 10+75 and STA 206+57.10 of the contract documents.
- B. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- C. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- D. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- E. Description of individual pay items included on the Unit Price Bid Price for Base Bid in Section 5.01 of the Bid Form.
 - 1. 10-inch Sanitary Force Main: Price per linear foot shall include furnishing all pipe (C-900 PVC, fusible C-900, HDPE, ductile iron), fittings, restraints, hardware, wetland anchors, materials, equipment, and labor to excavate, provide bedding, install the pipe, backfill to subgrade if under paved area or backfill to grade if not under paved area, and testing the sewer line. The contractor is responsible for any bypass pumping as required. Removal and replacement of concrete and asphalt pavement, sidewalk, curb and gutter, and gravel drive areas shall be incorporated into the unit price per linear foot.

2. 8-inch Sanitary Sewer Pipe: Price per linear foot shall include furnishing all pipe (PVC), materials, Fernco couplings, wetland anchors, equipment, and labor to excavate, provide stone bedding, install the pipe, backfill to subgrade if under paved area or backfill to grade if not under paved area, and testing of the sewer line. The contractor is responsible for providing any bypass pumping as required. Removal and replacement of concrete and asphalt pavement, sidewalk, curb and gutter, and gravel drive areas shall be incorporated into the unit price per linear foot.
3. 16-inch Sanitary Sewer Pipe: Price per linear foot shall include furnishing all pipe (PVC, ductile iron), materials, Fernco couplings, wetland anchors, equipment, and labor to excavate, provide stone bedding, install the pipe, backfill to subgrade if under paved area or backfill to grade if not under paved area, and testing of the sewer line. The contractor is responsible for providing any bypass pumping as required. Removal and replacement of concrete and asphalt pavement, sidewalk, curb and gutter, and gravel drive areas shall be incorporated into the unit price per linear foot.
4. 20-inch Steel Casing Bore & Jack: Price per linear foot shall include furnishing of 10-inch ductile iron carrier pipe, 20-inch steel casing pipe, casing spacers, restraints, hardware, materials, and equipment, and testing of the sewer line. The contractor is responsible for providing any bypass pumping as required. Excavation of the bore & jack receiving pit, launch pit and removal and replacement of concrete and asphalt pavement, sidewalk, curb and gutter, and gravel drive areas shall be incorporated into the unit price per linear foot.
5. 24-inch Steel Casing Bore & Jack: Price per linear foot shall include furnishing of 16-inch ductile iron carrier pipe, 24-inch steel casing pipe, casing spacers, restraints, hardware, materials, and equipment, and testing of the sewer line. The contractor is responsible for providing any bypass pumping as required. Excavation of the bore & jack receiving pit, launch pit and removal and replacement of concrete and asphalt pavement, sidewalk, curb and gutter, and gravel drive areas shall be incorporated into the unit price per linear foot.
6. 10-inch Sanitary Force Main Concrete Encasement: Price per linear foot shall include furnishing pipe, stone bedding, materials, equipment, and labor to excavate, install concrete, install the pipe, backfill to subgrade, and testing of the sewer line. The contractor is responsible for providing any bypass pumping as required. Restoration of the creek channel to original or improved conditions shall be incorporated into the unit price per linear foot.
7. 16-inch Sanitary Sewer Pipe Concrete Encasement: Price per linear foot shall include furnishing pipe, stone bedding, materials, equipment, and labor to excavate, install concrete, install the pipe, backfill to subgrade, and testing of the sewer line. The contractor is responsible for any bypass pumping as required. Restoration of the creek channel to original or improved conditions shall be incorporated into the unit price per linear foot.
8. Air/Vacuum Valve Manhole: Price per manhole shall include furnishing the concrete manhole structure, concrete ring footing, frame & cover, materials, equipment, labor, excavation, air/vacuum valve, tapping saddle, hardware, and stone bedding to install and test the new manhole and backfill to grade. Price shall include all cones, reducers, pipe penetrations, hardware, and flattop assemblies as required.

9. 48-inch Sanitary Sewer Manhole: Price per manhole shall include furnishing the concrete manhole structure, frame & cover, materials, equipment, labor, excavation, and stone bedding to install and test the new manhole and backfill to grade. Price shall include all cones, reducers, pipe connections, hardware, and flattop assemblies as required. The contractor is responsible for providing any bypass pumping as required. Doghouse connection of new manholes to existing sanitary sewer pipes shall be included in the unit price per manhole.
10. 12-inch Sanitary Sewer Pipe Abandonment at Railroad: Price per cubic yard shall include furnishing all equipment, materials, labor, and concrete. The contractor is responsible for providing any bypass pumping as required.
11. 12-inch Sanitary Sewer Pipe Removal: Price per linear foot shall include furnishing all equipment, materials, labor to excavate, removal of pipe, and backfill to grade. The contractor is responsible for providing any bypass pumping as required. Required borrow soil shall be incorporated into the unit price per linear foot.
12. Erosion & Sediment Control: The lump sum price for erosion & sediment control shall include all material, equipment, and labor required to install and construct all erosion & sediment control measures as shown on the project plans.
13. Rock Excavation: Price for rock excavation shall include all material, equipment, and labor required to excavate material and provide backfill to full depth shown on plans. Quantities will be determined based on field conditions in accordance with specifications. The cost for any structure surveys required for excavation of rock is to be included into the unit price.
14. Clearing & Grubbing: The lump sum price for clearing and grubbing in wooded areas shall include all material, equipment, and labor required to clear and grub wooded areas in accordance with the provisions of the construction specifications. The price shall include the removal and disposal of items that cannot be mulched or built into brush piles.
15. Tree Removal: Price for removal of each tree where specifically noted on the drawings shall include all material, equipment, and labor to remove and dispose of trees 6 inches or greater in diameter measured 4 feet from the ground, including stump and root structure as directed by engineer. The cost to remove and dispose of smaller trees shall be considered incidental to other bid items and factored in the unit price.
16. 10-inch Plug Valve: Price per plug valve shall include furnishing the plug valve, valve box, materials, hardware, equipment, labor, excavation, and stone bedding to install and test the new plug valve and backfill to grade as required.

14.03 Basis for Award

- A. The Basis for Award shall be the Total Base Bid (Sum Parts A, B, & C) as shown in Part D of Section 5.01 in the Bid Form.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Mark S. Estes, Executive Director, HCSA, 2529 Houghton Avenue, South Boston, Virginia, 24592.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE OF TAXES

- 22.01 [Deleted]

ARTICLE 23 – CONTRACTS TO BE ASSIGNED

- 23.01 [Deleted]

ARTICLE 24 – FEDERAL REQUIREMENTS

24.01 Federal requirements at Article 19 of the Supplementary Conditions apply to this Contract.

**BID FORM
(EJCDC C-410)**

BID FORM

HALIFAX COUNTY SERVICE AUTHORITY (HCSA)

HALIFAX COUNTY, VIRGINIA

COWFORD ROAD WWTP PUMP STATION CONVERSION AND FORCE MAIN

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Mark S. Estes, Executive Director, HCSA, 2529 Houghton Avenue, South Boston, Virginia, 24592

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, including without limitation those dealing with the disposition of Bid security. 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.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; 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 any 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; and (3) Bidder’s safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. 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.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

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 price(s):

Part A - Lump Sum

Lump Sum Bid Price for Base Bid					
Item #	Description	Quantity	Unit	Unit Price	Sub-Total
1	Lump Sum Bid Price for Base Bid	-	-	-	\$
2	Rock Excavation	165	CY	\$	\$
Total (Sum Sub-Totals #1-#2)					\$

Part B - Alternate

Bid Add Alternate "A" Price for Base Bid	\$
--	----

Part C - Unit Price

Unit Price Bid Price for Base Bid					
Item #	Description	Quantity	Unit	Unit Price	Sub-Total
1	10" Sanitary Force Main	18,517	LF	\$	\$
2	8" Sanitary Sewer Pipe	67	LF	\$	\$
3	16" Sanitary Sewer Pipe	455	LF	\$	\$
4	20" Steel Casing Bore & Jack	231	LF	\$	\$
5	24" Steel Casing Bore & Jack	134	LF	\$	\$
6	10" Sanitary Force Main Concrete Encasement	135	LF	\$	\$
7	16" Sanitary Sewer Pipe Concrete Encasement	10	LF	\$	\$
8	Air/Vacuum Valve Manhole	11	EA	\$	\$
9	48" Sanitary Sewer Manhole	7	EA	\$	\$
10	12" Sanitary Sewer Pipe Abandonment at Railroad	3.4	CY	\$	\$
11	12" Sanitary Sewer Removal	109	LF	\$	\$
12	Erosion & Sediment Control	1	LS	\$	\$

13	Rock Excavation	432	CY	\$	\$
14	Clearing & Grubbing	1	LS	\$	\$
15	Tree Removal	28	EA	\$	\$
16	10" Plug Valve	4	EA	\$	\$
Total (Sum Sub-Totals #1-#16)					\$

Part D - Total Base Bid

Part A + Part B + Part C	\$
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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 15.06 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. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: _____;
 - G. Required Bidder Qualification Statement with supporting data;
 - H. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary General Conditions;
 - I. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048);
 - J. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.

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

BIDDER:

By:

Signature _____

Printed name _____

Attest:

Signature _____

Printed name _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____
(where applicable)

PLAN HOLDER QUESTIONS AND CLARIFICATIONS

**ADDENDUM #2
HALIFAX COUNTY SERVICE AUTHORITY (HCSA)
COWFORD ROAD WWTP PUMP STATION CONVERSION AND FORCE MAIN
WILEY|WILSON COMMISSION NO.: 213178.00**

DATE: December 4, 2017

TO: All Potential Bidders/Offerors

Questions

1. Question: Plan sheet E-502 shows two (2) 36"x48"x16" NEMA 3R enclosures. One enclosure houses two (2) variable frequency drives. What enclosure will be required for VFD: N1, N3R, and N4X?

Answer: The physical VFD's shall be installed in a NEMA 1 enclosure within the NEMA 3R enclosure.

2. Question: For panel PBC and LPC is the enclosure N4X or N3R?

Answer: The PBC and LPC enclosures shall be NEMA 3R.

3. Question: If the intent is to supply an interface and/or starter panel for back up level control for the pumps can you please clarify that the PLC, Automation specification section shall be by the Contractor's systems integrator and not the pump manufacturer?

Answer: The PLC, Automation specification section shall be by the Contractor's systems integrator.

4. Question: The specified pump manufacturer would like to clarify if one source of supply responsibility is desired for the pumps, pump controls, variable frequency drives, and PLC integration in specification section 25 00 01.

Answer: The pump controls, variable frequency drives and PLC shall be by the Contractor's system integrator and the pumps are by the pump manufacturer.

5. Question: The plans on sheet C-205 list the wet well as both a 10 ft diameter (in the middle of the wet well) and 12 ft diameter (to the right of the drawing). Please let us know which is the correct number.

Answer: The wet well minimum inside diameter shall be 10.5 feet.

6. Question: Who will be doing the inspection on the project?

Answer: Bob Mitchell of Construction and Development Consultants, LLC has been contracted as a third part inspector on the project.

7. Question: In reviewing the gravity bore, it appears the bore is under the existing box culvert. Is this correct and if so, can it be relocated? With the minimum fall, this is a concern. We are assuming there is a concrete bottom in the culvert and do not know the thickness.

Answer: It is not common to adjust bore locations. The HCSA will be willing to consider adjustment as required. However, the Contractor shall assume that the construction of the gravity bore will be scheduled in a way that allows for additional investigation to validate the existence of a conflict, redesign efforts as required, and submitting for railroad approval without impacting the critical path. It is anticipated that a design adjustment will require 120 days to gain railroad approval.

8. Question: The way interpret the specification below is that all pipe shall have restrained joint gaskets, but on the profile it only shows certain sections being restrained. Do all pipes have to be restrained or only the sections called out on the profile?

Buried Pipe		Pipe: AWWA C111/A21.11, AWWA C151/ A21.51, Pressure class conforming to Tables 5 and 7 for Type 4 trench, 250 psi minimum working pressure. Follower glands to be ductile iron. Pipe and fittings shall have external coating of coal-tar-epoxy in accordance with AWWA/ANSI A21.51.
	4 to 30 Inches	For All New Pipe, Provide Thrust Restrained Pipe: Employ push-on joint pipe and manufacturer's proprietary restrained joint gaskets: 1. American Cast Iron Pipe Co.; "Fast-Grip" Series 2. US Pipe Co.; "Field-Lok" 350 Series 3. Or approved equal

Answer: Only sections called out on the profile shall be restrained. Restrained pipe shall be in accordance with all requirements as called out in the project specifications and plans including the "restrained joint piping schedule" shown on plan sheet C-502.

Clarifications

1. Clarification: In addition to the factory or field applied coal-tar-epoxy buried ductile iron pipe exterior finish zinc thermoset or polyethylene wrap shall also be allowed.