



November 20, 2020

ADDENDUM NO: ONE

TO ALL OFFERORS:

REFERENCE: IFB No: 2021-12012-35
Commodity: Ivy Road Sidewalk Improvements
IFB Closing On: December 1, 2020 at 2:00pm

1. Please see attached Architect Addendum #1, dated November 20, 2020, which includes the Pre-bid meeting agenda and sign-in sheet.
2. All other terms and conditions of the solicitation remain unchanged. Sealed bids must be received in accordance with the solicitation requirements by **2:00pm on Tuesday, December 1, 2020**. Late bids will not be considered.
3. A signed acknowledgement of this addendum must be received by this office attached to your bid. Signature on this addendum does not constitute your signature on the original bid document. The original bid document must be signed also.

Sincerely,

Sharon Cash

Sharon Cash, VCO, VCCO

Buyer II

Phone: (434) 296-5854

Attachment

Name of Firm

Signature/Title

Date

Printed Name

**ALBEMARLE COUNTY
FACILITIES PLANNING & CONSTRUCTION DIVISION
Albemarle County Sidewalks Improvements
VDOT Project #0000-002-R78, M-501
UPC 104159**

IFB# 2021-12012-35

ADDENDUM NUMBER 1

This Addendum dated the 20th of November 2020, modifies the above project manual and contract documents dated October 28, 2020. Where this Addendum modifies changes, corrects or conflicts with the original contract documents, this Addendum shall govern. Where no modification, change, correction or conflict occurs, the original documents shall remain in force.

Attendees of the non-mandatory November 10th Pre-Bid Meeting are included in this Addendum 1.

Modification to the Project Manual, Special Provision Copied Notes, Supplemental Specifications and Special Provisions

1. Pre-bid Meeting Summary, Questions, and Attendees
CLARIFICATION. A summary of the November 10, 2020 pre-bid meeting, including answers to questions posed during the meeting, and a list of meeting attendees is included in this addendum.
2. Bid Opening
CLARIFICATION. The Bid Opening will occur online at 2:00 pm on Thursday, December 3, 2020. The meeting can be accessed as follows:

IFB# 2021-12012-35 Albemarle County Sidewalk Improvements Bid Reading
Thu, Dec 3, 2020 2:00 PM - 3:00 PM (EST)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/292565773>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (646) 749-3122

- One-touch: <tel:+16467493122,,292565773#>

Access Code: 292-565-773

3. Change Order Prices Form
CLARIFICATION. See updated Change Order Prices included. This section is revised to remove the previous statement that estimated quantities are provided. Estimated quantities will not be provided to bidders. The 4th sentence of the first paragraph have been updated to reference Parts D, E and F.

4. County Special Provision Copied Notes
CLARIFICATION. Pages SPCN-6 and SPCN-7, sections for Rock Excavation, Rock Excavation in Pipe Trenches, and Undercut Excavation have been revised.

5. Pre-bid Meeting Summary
CLARIFICATION. Agenda Item #8 9th bullet has been revised from Pre-bid. Bidders must provide amounts for all Parts A, B, C, D E, and F, and Additive Bid Items 1, 2, and 3 as provided on the Bid Form.

PRE-BID MEETING SUMMARY

PROJECT: Albemarle County Sidewalks Improvements

- Rio Road Sidewalks
- Avon Street Extended Sidewalks
- 250 Rockfish Gap Turnpike Sidewalks

OWNER: ALBEMARLE COUNTY OFFICE OF FACILITIES DEVELOPMENT

DATE: November 10, 2020 **TIME:** 3:00 P.M.

LOCATION: Online (Zoom meeting)

ITEMS OF DISCUSSION

1. Attendance. See the attached Meeting Attendees list from the pre-bid meeting.
2. Download of IFB and Contract Documents
 1. The Invitation for Bids for the above project, including the drawings and the specifications prepared by Timmons Group, Inc. containing the information necessary for bidding, may be downloaded online from the Albemarle County Purchasing web site at www.albemarle.org/government/finance/procurement/solicitations. Bidders are responsible to check the Purchasing web site and download any Addenda issued for the bid.
3. IFB Schedule
 - Today is the non-mandatory Pre-Bid Meeting on November 10, 2020 @ 3:00 PM
 - Questions on the IFB or Contract Documents are due to Timmons Group no later than Thursday, November 19 at 5 pm (12 days prior to the bid due date). All questions shall be submitted in writing via the pre-bid question form in the Project Manual.
 - Addendum #1 with Pre-Bid Meeting Attendance List and answers to Pre-Bid meeting questions is anticipated to be posted no later than November 21, 2020.
 - Bids are Due on Tuesday, December 1, 2020, by 2:00 PM.
 - Paper bids and proposals shall be prepared as usual and delivered to the County Office Building at 401 McIntire Road, Charlottesville, VA 22902. Bids and proposals will be received in a secure manner and will be stored in such a manner as to keep them secure.
 - A secure lockbox will be available at the exterior of the County Office Building at the front Visitors Entrance and will be labeled "Vendor/Contractor Bids." Bids shall be placed in this box before Tuesday, December 1, 2020, by 2:00 PM. Any bids received after this time will be retained un-opened and not considered.
 - Bid modifications that are emailed or faxed are **not** acceptable.

- Bid Openings will be on Thursday, December 3, 2020. Bids will be opened and read aloud by Purchasing personnel. Public attendance at the Bid Opening will be by virtual attendance through Go-To-Meeting. The link to the Go-To meeting will be in the addendum that will also include the pre-bid meeting agenda, attendance list, and Q&A.
- Contract Award and Issuance of Notice to Proceed will be established by the county and will be no earlier than 15 days after Contract execution and no later than 30 days after Contract execution.

4. A brief overview of the project

Rio Road Section 1:

For this section of the project, a new sidewalk shall be constructed along the west side of Rio Road from the existing sidewalk at Treesdale Apartments to the intersection of Rio Road and Pen Park Road. This section of the project includes sidewalk, ADA ramps, crosswalks, driveway entrances, utility relocations and adjustments, storm sewer, demolition, paving, etc. This project also includes pedestrian signal improvements at the intersection of Rio Road and Pen Park Road.

Rio Road Section 2:

For this section of the project, a new sidewalk shall be constructed along the east side of Rio Road from the existing sidewalk at Dunlora Forest to the intersection of Rio Road and the John Warner Parkway. This section of the project includes sidewalk, ADA ramps, a crosswalk, driveway entrances, utility adjustments, storm sewer, demolition, paving, etc.

Route 250 (Rockfish Gap Turnpike) Sidewalks:

For this section of the project, a new asphalt path will be constructed behind the guardrail along Cory Farm Road and the north side of Route 250 towards Radford Lane. After the guardrail ends the asphalt path changes to a new concrete sidewalk which will continue along the north side of Route 250 to Clover Lawn Lane. For this project, a new sidewalk will also be constructed on the south side of Route 250 from Radford Lane to Clover Lawn Lane. A midblock crossing with a refuge island and rapid flashing beacons will also be constructed. This section of the project includes an asphalt path, sidewalk, ADA ramps, crosswalks, utility adjustments, storm sewer, rapid flashing beacons, lighting demolition, paving, etc.

Items of note:

- Fill slopes must match plan and remain in ROW and construction easements
- HR-1 notes and requirements along the top of the fill slope near Cory Farm.
- Do not encroach on Parcels #17 and #18 or disturb landscaping
- The mid-block crossing with rapid flashing beacons in between Radford Lane and Clover Lawn

- Dominion Power will be providing the ped-scale street lighting at the mid-block crossing. Contractor will need to coordinate the installation and schedule with Dominion Power.

Avon Street Extended Sidewalks:

For the southern section of the project, a new sidewalk shall be constructed along the east side of Avon Street Extended from Arden Drive to Stony Creek Drive. For the northern section of this project, a new sidewalk will be constructed along the east side of Avon Street Extended from Mountain View Elementary School to Swan Lake Drive. These sections of the project shall include sidewalk, ADA ramps, crosswalks, driveway entrances, utility relocations, and adjustments, storm sewer, demolition, paving, etc.

Items of note:

- Watermain to be relocated in right turn lane and in a graded bench behind sidewalk along the southern section
- Existing Gas Main to be protected along and under the sidewalk on much of the northern section. See notes for requirements on plan.
- The contractor shall install orange plastic fence on parcel TMP 91-1F east of Avon Street Extended to protect the existing drain field through construction.

5. Contractual Requirements to Bid

- VDOT pre-qualified
- Commonwealth of Virginia Class A Contractor License

6. Required IFB Response Materials

- Completed and signed County Bid Form including the State Corporation Commission & Registered Agent Form and the Vendor Data Sheet.
- Completed Change Order Prices
- Bid Bond
- VDOT Form C-48–VDOT Subcontractor/Supplier Solicitation and Utilization Form

7. Status of existing utility relocations

- Underground Gas line on Rio Road Section1 will be relocated by Charlottesville Gas with cost paid for by the County. The contractor shall coordinate the schedule with Charlottesville Gas as part of the contract.
- Through all sections of the project the contractor shall perform all adjustments and relocations of ACSA and RSWA watermains, service laterals, water meter, water valve, fire hydrants, etc. with the contract price. The Contractor shall coordinate fulfill all scheduling, inspections, and acceptance procedures with ACSA and RSWA.

- Dominion power pole relocation on Rio Road Section 2 has been performed.
- Dominion will install pedestrian scale streetlights at Rockfish Gap Turnpike midblock crossing, and this will be paid for by the County. The contractor shall coordinate the schedule of the installation with Dominion Power.
- The Dominion, Comcast, and Century Link above-ground pole and line adjustments on Avon Street Extended have been completed.
- There is an existing Gas Main is running along Avon Street Extended on the east side in the project limits. Per plan notes the Contractor shall exercise extreme caution in these areas and have Charlottesville Gas Representative on-site during all work in the area. The contractor shall coordinate any necessary adjustment to the gas service line to parcel 32 with Charlottesville Gas.

8. Project Manual and Bid Form Review

- Lump Sum Contract
- Change Order Prices form shall be filled out to detail the contract unit prices for items listed should quantities need to be adjusted for unknown field conditions related to increase in scope, changed conditions, and/or decrease in scope of work. The Changer Order Prices form **shall not** be used to adjust the Contract Price for errors in the Contractor's estimated quantities. References to "pay items" shown on the plans, specifications, or in any VDOT Special Provision Copied Note, Special Provisions, Supplemental Specifications or Specifications are not relevant for this contract unless the Contract Documents are revised at the direction of the Owner following award of the contract. Items listed or not listed on the Change Order Prices form **DO NOT** warrant whether the item is to be or not to be a part of the project.
- The project is locally administered VDOT project under the direction of Albemarle County. Note that Albemarle County is the client and VDOT is a partner.
- Project includes a combination of County funding and VDOT Revenue Sharing Funds.
- Project shall be constructed in accordance with the VDOT 2020 Road and Bridge Specifications, 2016 Road and Bridge Standards, and the 2011 Virginia Work Area Protection Manual (Revision 2 September 2019), and as amended by the Contract Documents.
- Project Inspection and QA to be provided by Albemarle County's consultant, MBP.
- Project Bid Form Line Items Review:
 - Part A – Rio Road Sidewalk Improvements Section 1
 - Part B – Rockfish Gap Turnpike Sidewalk Improvements
 - Part C – Avon Extended Sidewalk Improvements
 - Part D – Excavation of Additional Unsuitable material

Part E – Excavation of Rock Material

Part F – Excavation of Rock Material in Trenches

Additive Bid Item 1 Rio Road Sidewalk Improvements Section 2 Sta 10+00 to Sta 13+92

Additive Bid Item 2 Rio Road Sidewalk Improvements Section 2 Sta 13+92 to Sta 17+20

Additive Bid Item 3 Rio Road Sidewalk Improvements Section 2 Sta 17+20 to Sta 18+54

Total Base Bid = Part A + Part B + Part C + Part D + Part E + Part F.

- Parts D, E & F represent contingencies to establish unit prices for unknown conditions. The final contract amount shall be adjusted upward or downward based on the actual amount encountered at the contract unit price set on the bid form.
- ***Bidders must provide amounts for all Parts A, B, C, D E, and F, and Additive Bid Items 1, 2, and 3 as provided on the Bid Form.***
- The Contract will be awarded based on the Total Base Bid amount plus as many Additive Bid Items as the County decides to award.
- The contractor is responsible for acquiring a staging/laydown area. Employee parking shall be within the staging/laydown area and not within the parking spaces for businesses or residences in the project corridor.

9. VDOT Charlottesville Residency Permitting Requirements and Permit Conditions

- LUP(s) required
 - Contractor will complete the application as the agent of the County
 - No separate Bond for VDOT is required, but note the Dual Obligation Rider detailed in the Instructions to Bidders, Section 13
 - There will be NO Permit fee(s) payable to VDOT

10. Pre-Bid Questions

- a) Question: Will the County award all parts A, B, and C or is it possible they will not award all parts?
Answer: Our intent is to award the Base Bid. Parts A, B, and C are components of the Base Bid and will not be separated. The additive items are items that may or may not be awarded at Counties discretion.
- b) Question: What is the duration and start time for the project and what are the Liquidated Damages?
Answer: Work in this contract be substantially completed no later than three hundred (300) consecutive calendar days from the date of commencement of the Work as specified in the Notice to Proceed (see PDF page 93 in the IFB, Supplemental General Conditions). Liquidated damages are \$1,100 per day (see PDF page 93). Albemarle County tentatively expects to issue a Notice to Proceed in mid/late January.

PRE-BID MEETING**PROJECT:** Albemarle County Sidewalks Improvements**OWNER:** ALBEMARLE COUNTY OFFICE OF FACILITIES DEVELOPMENT**DATE:** November 10, 2020 **TIME:** 3:00 PM**LOCATION:** Online (Zoom meeting)**MEETING ATTENDEES****Albemarle County Sidewalks Pre-Bid Signup 2020**

	Company Name	Date of Inquiry	Contact Name	Email Address	Phone Number
1	Albemarle County	11-01-2020	Jack Kelsey	jkelsey2@albemarle.org	
2	Albemarle County	11-01-2020	Sharon Cash	scash2@albemarle.org	
3	MBP	11-01-2020	Duncan Stewart	dstewart@mbpce.com	
4	MBP	11-01-2020	Eric Groah	egroah@mbpce.com	
5	Timmons Group	11-01-2020	Jonathan Showalter	jonathan.showalter@timmons.c	434.295.5624
6	Finley Asphalt & Sealing, Inc.	11-02-2020	Julio Valencia	julio@finleyasphalt.com	703.368.2289
7	Finley Asphalt & Sealing, Inc.	11-02-2020	Carolyn Ryder	carolyn@finleyasphalt.com	703.368.2289
8	All's Contracting, Inc.	11-08-2020	George Silva	allscontractingdc@gmail.com	571.436.5611
9	Linco Inc	11-09-2020	Jim Critzer	lincoinc@comcast.net	
10	Virginia Infrastructure, Inc.	11-09-2020	Aaron Bruce	aaron.infrastructure@yahoo.co	540.460.4491
11	Pearson Construction, Inc.	11-09-2020	Peyton Perkins	peyton.pci@kinex.net	434.969.4914

CHANGE ORDER PRICES

Bids shall be LUMP SUM and shall include ALL WORK necessary to complete the project to the full intent of the plans and accompanying bid documents. The Lump Sum price provided by the bidder includes all material quantities required to perform the Base Bid of the project. With the exception of Part D, Part E, and Part F in the Bid Form, material quantities will not be tracked and used as justification for payment during construction. Items include Part D, Part E, and Part F of the Bid Form are intended to represent conditions expected to be encountered in the project. The quantities will be tracked, and the Owner will pay extra for or be provided a credit for the over-runs or under-runs of these items at the unit prices quoted herein.

In the event that a Change Order becomes necessary during the life of the project, the Contractor will be paid extra or shall credit the Owner, as the case may be, on the basis of the unit prices quoted herein; these quantities are not to be used for routine over-runs or under-runs, unless the change is so significant as to justify a Change Order as defined in Section 38. Prices shall include all overhead, profit, labor, materials, equipment and incidental work and shall be the sum total compensation payable or creditable for such items of work in place. These unit prices shall be good for the duration of the contract and will be utilized as defined in Section 38(a)(2).

Albemarle County reserves the right to reject an individual unit price included herein prior to award of the contract. Items listed below may or may not be on the bid plans. Unit prices shall be provided for each item, except those clearly labeled as not applicable (N/A). If a change order is required during construction that utilizes an item denoted as N/A or a unit price that is otherwise rejected, the price for that work will be determined based on Section 38. Bids may be deemed unresponsive if a unit price is not provided for every item listed on the bid form.

<u>Line No.</u>	<u>VDOT Item No.</u>	<u>VDOT Spec. No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Unit Price</u>
1.	00111	301	Clearing and Grubbing	AC	\$ _____
2.	22410	508	Demolition of Pavement	SY	\$ _____
4.	N/A		Remove RCP	LF	\$ _____
5.	00120	303	Regular Excavation	CY	\$ _____
6.	N/A		Excess Excavation (Allowance)	CY	\$ _____
7.	00136	303	Borrow Excavation	CY	\$ _____

8.	N/A		Large Tree Removal	EA	\$ _____
9.	13565	506	Retaining Wall Excavation	CY	\$ _____
11.	01126	302	12" Storm Sewer Pipe	LF	\$ _____
12.	01156	302	15" Storm Sewer Pipe	LF	\$ _____
13.	1186	302	18" Storm Sewer Pipe	LF	\$ _____
14.	06835	302	Drop Inlet DI-3C, L=6'	EA	\$ _____
15.	06818	302	Drop Inlet DI-3B, L=6'	EA	\$ _____
17.	06817	302	Drop Inlet DI-3B, L=4'	EA	\$ _____
18.	07506	302	Drop Inlet DI-5, 1' DEEP V TOP	EA	\$ _____
19.	06765	302	Drop Inlet DI-2C, L=6'	EA	\$ _____
20.	06749	302	Drop Inlet DI-2B, L=8'	EA	\$ _____
21.	06750	302	Drop Inlet DI-2B, L=10'	EA	\$ _____
22.	09046	302	Manhole MH-1	LF	\$ _____
24.	00588	501	Underdrain UD-4	LF	\$ _____
25.	10608	315	Asphalt Concrete Type SM-12.5D	TON	\$ _____
26.	10643	315	Asphalt Concrete Type BM-25.0D	TON	\$ _____
27.	10128	308	Aggregate Base Material Type 1, No. 21B	TON	\$ _____
28.	10128	308	Aggregate Base Material Type 1, No. 21B (Var. Under Curb)	TON	\$ _____
29.	10128	308	Aggregate Base Material Type 1, No. 21B (Under Sidewalk)	TON	\$ _____
31.	11040	316	Concrete Entrance Pave. 7"	SY	\$ _____
32.	16516	515	Flexible Pavement Planning Tie-In (0'-1.5")	SY	\$ _____

33.	13220	504	Hydr. Cement Concrete Sidewalk 4"	SY	\$ _____
34.	N/A		Aggregate Base Material Crusher Run (Gravel Driveway)	TON	\$ _____
35.	N/A		Hydr. Cement Concrete Reinforced 6" (Driveway)	SY	\$ _____
37.	N/A		Standard CG-12 Handicap Ramp	EA	\$ _____
38.	N/A		Stop Bar	LF	\$ _____
39.	N/A		Single Thermoplastic Line	LF	\$ _____
40.	12600	502	Standard Combination Curb and Gutter CG-6	LF	\$ _____
41.	12700	502	Standard Combination Curb and Gutter CG-7	LF	\$ _____
42.	51951	510	Replace/Relocate Existing Signs/Mailboxes	EA	\$ _____
44.	13530		VDOT RW-3 Retaining Wall	CY	\$ _____
45.	N/A		Modifications to Signal for Pedestrian Crossing		\$ _____
46.	N/A		Adjust Existing Water Valve of Meter Box to grade	EA	\$ _____
47.	N/A		Adjust Existing Water Service Line	SF	\$ _____
48.	N/A		Topsoil, Seed, Fertilizer & Lime	AC	\$ _____
50.	27505	303	Temporary Silt Fence	LF	\$ _____
51.	27461	303	Inlet Protection (Type B)	EA	\$ _____
52.	N/A		Culvert Inlet Protection	EA	\$ _____
53.	27415	303	Check Dam (Rock) Type 2	EA	\$ _____
54.	27321	606	Protective Covering EC-2	SY	\$ _____
55.	24420	508	Demolition of Ex. Conc. Pav. Ditch	SY	\$ _____
57.	N/A		Remove Inlet Top	EA	\$ _____

58.	26117	414	Dry Rip-Rap Class AI	TON	\$ _____
59.	54032	704	Type B Class I Pavement Line Marking 4"	LF	\$ _____
60.	54034	704	Type B Class I Pavement Line Marking 6"	LF	\$ _____
61.	54042	704	Type B Class I Pavement Line Marking 24"	LF	\$ _____
62.	54574	704	Pavement Symbol Marking (Single Turn Arrow) Type B Class I	EA	\$ _____
64.	54577	704	Pavement Symbol Marking (Double Turn Arrow) Type B Class I	EA	\$ _____
65.	54581	704	Pavement Symbol Marking (Triple Turn Arrow) Type B Class I	EA	\$ _____
66.	12030	502	CG - 3	LF	\$ _____
67.	N/A		Pipe Rail on Back of Guardrail	LF	\$ _____
68.	50108	701	Sign Panel	EA	\$ _____
70.	50430	700	Signpost STP-1, 2", 14 gage	EA	\$ _____
71.	50490	700	Concrete Foundation STP-1, Type F	EA	\$ _____
72.	25003	504	Handrail HR-1, Type II	LF	\$ _____
73.	N/A		Rapid Flashing Beacon Assemblies	EA	\$ _____
74.	N/A		Adjust Water Valve to Match Prop Grade	EA	\$ _____
75.	N/A		Relocate Water Main Mobilization	EA	\$ _____
77.	N/A		12" Water Line Bend or Tee	EA	\$ _____
78.	N/A		TS&V	EA	\$ _____
79.	40121	520	12" Water Main	LF	\$ _____
80.	N/A		Reloconnect Fire Hydrant 6" Water Line	EA	\$ _____
81.	N/A		Adjust ACPS Vault to Prop. Grade	EA	\$ _____

83.	N/A		Adjust Lumos Vault to Prop. Grade	EA	\$ _____
84.	24278	512	Group II Channelizing Devices	DAY	\$ _____
85.	24160	512	Temporary (Construction) Sign	SF	\$ _____
86.	24282	512	Flagger Service	HR	\$ _____
87.	24272	512	Truck Mounted Attenuator	HR	\$ _____
88.	54428	512	Temporary Pavement Marking (Type A) 4"	LF	\$ _____
90.	54440	512	Temporary Pavement Marking (Type A) 24"	LF	\$ _____
91.	54105	512	Eradication of Existing Linear Pavement Marking	LS	\$ _____
92.	24281	512	Electronic Arrow Board	DAY	\$ _____
93.	50108	701	Sign Panel	HR	\$ _____
94.	50434	700	Signpost STP-1, 2 1/2", 10 Gauge	LF	\$ _____
95.	51834	703	Hanger Assembly SMB-2, One Way	EA	\$ _____
97.	51838	703	Hanger Assembly SMB-3, One Way	EA	\$ _____
98.	52403	703	Pedestrian Signal Head SP-8	EA	\$ _____
99.	52002	700	Accessible Ped. Push Button PA-2	EA	\$ _____
100.	56032	700	2" Metal Conduit	LF	\$ _____
101.	52002	700	Accessible Ped. Push Button PA-4	EA	\$ _____
103.	51210	700	Pedestal Pole PF-2, 10'	EA	\$ _____
104.	50486	700	Concrete Foundation STP-1, Type B	EA	\$ _____
105.	51240	700	Concrete Foundation PF-2	EA	\$ _____
106.	56014	700	Elect. Ser. Grd. Electrode (10')	EA	\$ _____

107.	51700	700	14/2 Conductor Cable Shielded	LF	\$ _____
108.	51602	700	14/4 Conductor Cable	LF	\$ _____
110.	56050	700	Bored Conduit 2"	LF	\$ _____
111.	56051	700	Bored Conduit 3"	LF	\$ _____
112.	56053	700	2" PVC Conduit	LF	\$ _____
113.	56200	700	Trench Excavation ECI-1	LF	\$ _____
114.	55587	700	Junction Box JB-S2	EA	\$ _____
116.	N/A		NS Rectangular Rapid Flashing Beacon Assembly	EA	\$ _____
117.	13220	504	Hydr. Cement Concrete Sidewalk 4"	SY	\$ _____

ALBEMARLE COUNTY SPECIAL PROVISION COPIED NOTES

CONTRACT PRICE

Bids shall be LUMP SUM and shall include ALL WORK necessary to complete the project to the full intent of the plans and accompanying bid documents. The Lump Sum price provided by the bidder includes all material quantities required to perform the project. With the exception of allowance items, material quantities will not be tracked and used as justification for payment during construction.

In the event that a Change Order becomes necessary during the life of the project, the Contractor will be paid extra or shall credit the Owner, as the case may be, on the basis of the unit prices quoted herein; these unit prices are not to be used for routine over-runs or under-runs, unless the change is so significant as to justify a Change Order. Prices shall include all overhead, profit, labor, materials, equipment and incidental work and shall be the sum total compensation payable or creditable for such items of work in place. These unit prices shall be good for the duration of the contract.

Albemarle County reserves the right to reject an individual unit price included herein prior to award of the contract. Items listed below may or may not be on the bid plans. Unit prices shall be provided for each item, except those clearly labeled as not applicable (N/A). If a change order is required during construction that utilizes an item denoted as N/A or a unit price that is otherwise rejected, the price for that work will be determined in accordance with the General Terms and Conditions of the Contract. Bids may be deemed unresponsive if a unit price is not provided for every item listed on the bid form.

REPORTS OF EXPLORATION AND TESTS OF SUBSURFACE CONDITIONS

A geotechnical investigation has been performed for this project and a copy of the report is available from the A/E. The Contractor is advised that this geotechnical report is for informational purposes only and is not part of the Contract Documents. Information contained within this geotechnical report will not be considered basis for claims for extra work and/ or time extensions.

If so desired, the Contractor (at his own expense) may make, prior to bidding, independent exploration, tests, and analyses. All applicable VDOT permits for work inside existing right of way must be secured by the Contractor for performance of exploratory investigations. In addition, the Owner must be notified in writing at least 2 business days prior to the Contractor making exploratory investigations involving digging or land disturbance.

COORDINATION WITH PRIVATE PROPERTY OWNER

The CONTRACTOR shall notify the COUNTY and the PRIVATE PROPERTY OWNER of such property upon which work is to be performed at a minimum of two weeks in advance of commencing work thereon.

PERMITS

The Contractor is responsible for ensuring that all permits required to perform the work are obtained and that all conditions of those permits are met throughout the duration of the project. Permits for this project that have been obtained by the COUNTY, will be obtained by the COUNTY, will be transferred to the CONTRACTOR and/ or must be obtained by the CONTRACTOR are identified in the below. Any other permits not identified below, but required to perform the work, will be the responsibility of the CONTRACTOR to obtain. Unless explicitly stated otherwise, all charges and expenses associated with

obtaining permits or meeting the conditions of the permits shall be the responsibility of the CONTRACTOR. Any other permits not identified herein, but required to perform the work, will be the responsibility of the CONTRACTOR to obtain.

- A. County Land Disturbance Permit - A County Land Disturbance Permits shall be required for this project. The CONTRACTOR shall be responsible for obtaining an Albemarle County Land Disturbance Permit from the office of Community Development. In addition, the CONTRACTOR shall ensure that all operations shall be performed in a manner that minimizes erosion and sedimentation of the adjacent properties, street, and storm drainage systems. All work shall be performed in accordance with the latest edition of the Virginia Erosion and Sediment Control Handbook (VESCH) and the sequencing outlined in the plans. The Contractor shall have a DEQ Certified Responsible Land Disturber (RLD) on the project site at all times during the construction project where land is being disturbed. The RLD will be responsible for ensuring that all aspects of the VESCM are adhered to during this project.
- B. VDOT Land Use Permit - VDOT has informed the County that the CONTRACTOR (acting as the COUNTY's agent) will be required to obtain one (1) VDOT Land Use Permits (LUP). The Land Use Permit WILL NOT require separate bond(s). However, the chosen Contractor will be required to provide a dual obligee rider as identified in the Supplemental General Conditions. The VDOT Land Use Permit Fee(s) will be waived for the Land Use Permit. The Contractor WILL NOT need to include the cost of Land Use Permit(s) in their bid. However, the CONTRACTOR will be responsible for filing the Land Use Permit(s) as an agent of the COUNTY and work with VDOT to gain their acceptance and issuance of permit(s).
- C. VSMP Permit - A VSMP (Virginia Stormwater Management Program) permit is required for this project and has been obtained by the County. The Contractor will be required to sign a certification statement to comply with all conditions of the VSMP permit. A copy of the VSMP permit can be obtained from the Engineer.

EMPLOYEE PARKING

CONTRACTOR may only park equipment, vehicles and employee vehicles at the lay down and staging area to be acquired by the CONTRACTOR and approved of by the A/E and COUNTY. Contractors shall strictly enforce this requirement.

CONTRACTOR ACQUIRED STAGING AREA

The CONTRACTOR shall be responsible for locating and acquiring appropriate staging areas. Staging area locations must be approved by the COUNTY and the A/E. There will be no separate payment for rights to or permits for the staging area. CONTRACTOR's field office, temporary construction yard, and related facilities shall comply with the requirements of the current County Code 18-5.1.18 "Temporary Construction Headquarters and Temporary Construction Yards."

UTILITY COORDINATION

The location of existing sewers, water and gas pipes, conduits and other structures across, along or under the area of the Work are not necessarily shown on the CONTRACT DOCUMENTS, and if shown, the description, composition, location, depth and dimensions of those structures may not be correct. The COUNTY shall not be responsible to the CONTRACTOR for any delays or extra costs incurred by the CONTRACTOR as a result of any discrepancy between the actual location of existing structures and the Contract Documents or as built drawings.

The CONTRACTOR shall dig such test holes as needed to locate existing underground structures. The contractor shall dig such test holes only after giving 48 hours prior notice to the COUNTY and to the owner of the underground structure. Test holes shall be completed a minimum of ten working days in advance of the work crossing over, near or adjacent to the existing utility. CONTRACTOR shall report to the ENGINEER any conflicts found from such test holes within 24 hours of conducting the test hole work, so that the conflict can be resolved.

STANDARDS AND REFERENCE DOCUMENTS

Construction of this project shall be in conformance with the latest revisions to the VDOT Road and Bridge Specifications dated 2020, VDOT Road and Bridge Standards dated 2016, and revision 2 to the VDOT Work Area Protection Manual dated 2011, and the latest editions of the Virginia Erosion and Sediment Control Handbook, Virginia Erosion and Sediment Control Regulations, FHWA Manual on Uniform Traffic Control Devices (MUTCD), the Virginia Supplement to the MUTCD and the current edition of the Albemarle County Service Authority Water & Sewer Specifications and the Albemarle County Service Authority Water Approved Products List, including all subsequent revisions. In the event of conflict between any of these standards, specifications, or project drawings, the most stringent shall govern.

Notwithstanding any provision contained in the VDOT Special Provisions, when used in the VDOT Supplemental Specifications, Special Provisions, and Special Provision Copied Notes, or in any other provision contained or incorporated into this contract, the following terms shall have the following meanings: "DEPARTMENT" shall mean the Facilities Planning & Construction Division of Albemarle County Facilities & Environmental Services Department; "Engineer" shall mean the RESPONSIBLE CHARGE ENGINEER hired by Albemarle County to perform construction administration services for this project, "INSPECTOR" shall mean the person hired by Albemarle County to inspect the Work performed and materials supplied by the Contractor, and "CONTRACT ENGINEER" shall mean the Albemarle County Purchasing Department. This provision explicitly supersedes the second paragraph of VDOT Special Provision (cn100-000051-03), VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes Revision.

VDOT SPECIAL PROVISION COPIED NOTES

**cn100-000051-03 VDOT SUPPLEMENTAL SPECIFICATIONS (SSs), SPECIAL
PROVISIONS (SPs) AND SPECIAL PROVISION COPIED NOTES (SPCNs)**

Where Virginia Department of Transportation (VDOT) Supplemental Specifications, Special Provisions and Special Provision Copied Notes are used in this contract, the references therein to “the Specifications” shall refer to the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2020. References to the “Road and Bridge Standards” shall refer to the *Virginia Department of Transportation Road and Bridge Standards*, dated 2016 with revisions issued online as of the advertisement date for this project incorporated. References to the “Virginia Work Area Protection Manual” shall refer to the 2011 edition of the *Virginia Work Area Protection Manual with Revision Number 2* incorporated, dated September 1, 2019. References to the “MUTCD” shall refer to the 2009 edition of the *MUTCD with Revision Numbers 1 and 2* incorporated, dated May 2012; and the 2011 edition of the *Virginia Supplement to the MUTCD with Revision Number 1* dated September 30, 2013.

Where the terms “Department”, “Engineer”, “Contract Engineer”, “Construction Engineer”, Materials “Engineer”, and “Operations Engineer” appear in VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes used in this contract and the VDOT publications that each references, the authority identified shall be according to the definitions in Section 101.02 of the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2020. Authority identified otherwise for this particular project will be stated elsewhere in this contract.

VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes used in this contract and the VDOT publications that each reference are intended to be complementary to the each other. In case of a discrepancy, the order of priority stated in Section 105.12 of the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2020 shall apply.

VDOT Special Provision Copied Notes in this contract are designated with “(SPCN)” after the date of each document. VDOT Supplemental Specifications and Special Provision Copied Notes in this contract are designated as such above the title of each document.

The information at the top and left of each VDOT Special Provision Copied Note in this contract is file reference information for VDOT use only. The information in the upper left corner above the title of each VDOT Supplemental Specification and VDOT Special Provision in this contract is file reference information for VDOT use only.

4-21-20 (SPCN)

cn105-000610-00

SECTION 105.06—SUBCONTRACTING of the Specifications is amended to replace the first paragraph with the following:

No portion of the Contract shall be subcontracted or otherwise disposed of without the written consent of the Engineer, except for work that is \$25,000 or less per subcontractor, where the cumulative total of the sublets not requiring the Engineer's written consent will not exceed 10 percent of the original contract value. This will not, however, waive the requirements for prequalification, and will be considered part of the percentage the Contractor is allowed to subcontract. The Contractor shall notify the Engineer of the name of the firm to whom the work will be subcontracted, and the amount and items of work involved. Such notification shall be made and verbal approval given by the Engineer prior to the subcontractor beginning work.

5-15-08; Reissued 7-12-16 (SPCN) [formerly cn105-060100-00]

SECTION 105.01—NOTICE TO PROCEED — The Notice to Proceed date for this contract will be established by the County and will be no earlier than 15 days after Contract execution and no later than 30 days after Contract execution.

10-26-20

SECTION 108.06(b) LIQUIDATED DAMAGES of the Specifications is replaced by the following:

All work for this Contract shall be completed and accepted on or before the time limit established in the Contract. In the event the Contractor fails to complete the work by the time limit, liquidated damages, representing the estimated additional cost of administration, engineering, supervision, inspection and other expenses will be charged against the Contractor in the amount of one thousand one hundred dollars (\$1,100.00) for each calendar day beyond the time limit,

including Sundays and Holidays, in which the Contract remains in an incomplete state.

10-26-20

SECTION 302 DRAINAGE STRUCTURES, SUBSECTION 302.04 MEASUREMENT AND PAYMENT is amended to add the following:

Detention structures will be measured as complete units, including the frame, cover, top, tower, weir wall, orifice plates, and steps and will be paid for at the contract unit price per each. The contract unit price for detention structures shall include the cost of the submittal of shop drawings, testing and other submittals for review and acceptance of the Engineer. The contract unit price for detention structures will be adjusted at the rate of 5 percent per foot for increases or decreases in the depth indicated on the plans, except that no adjustment will be made for changes amounting to less than 6 inches in the height of a single detention structure. Where curb or curb and gutter extend along the detention structure, the contract unit price for detention structures shall include that part of the curb or gutter within the limits of the structure. Bedding material, except aggregate No. 57, shall be included in the price of the structure.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
DETENTION STRUCTURE	EACH

10-28-2020 (SPCN)

SECTION 303 EARTHWORK, SUBSECTION 303.06 MEASUREMENT AND PAYMENT is amended to add the following:

Regular excavation will be measured in cubic yards. Such cost shall consider excavation work as unclassified and shall include the necessary cost to excavate all soil types as necessary to accommodate the work. The cost for regular excavation shall include regular excavation; excavation and hauling of on-site and/or borrow material; placing of approved fill material; constructing embankments; hauling and disposing of surplus and unsuitable material; shaping; compaction; sloping; and dressing.

Rock Excavation will be measured in cubic yards. Such cost shall cover the excavation of rock encountered during regular excavation of areas above subgrade. The cost for rock excavation shall include excavation and proper disposal off-site of excess material. The Contractor’s Part E bid shall assume that all of the Rock Excavation quantity in the bid form will be realized during the length of the contract. Consideration for time extensions due to additional Rock Excavation shall only be considered after the Part E quantity is exceeded.

Rock Excavation in Pipe Trenches will be measured in cubic yards. Such cost shall cover the excavation of rock encountered during incidental excavation associated with the installation of storm sewer or water line pipe below the roadway subgrade. The cost for rock excavation in pipe trenches shall include excavation and proper disposal off-site of excess material. The Contractor’s Part F bid shall assume that all of the Rock Excavation in Pipe Trenches quantity in the bid form will be realized during the length of the contract. Consideration for time extensions due to additional Rock Excavation in Pipe Trenches shall only be considered after the Part F quantity is exceeded.

Undercut Excavation will be measured in cubic yards and be measured below the areas of excavation required to reach the roadway subgrade. Such cost shall include the excavation, removal, and off-site disposal of unsuitable material, the placement of geotextile fabric, and placement of backfill with compacted material. The Contractor’s Part D bid shall assume that all of the Undercut Excavation quantity in the bid form will be realized during the length of the contract. Consideration for time extensions due to additional Undercut Excavation shall only be considered after the Part D quantity is exceeded.

<u>Pay Item</u>	<u>Pay Unit</u>
REGULAR EXCAVATION	CUBIC YARD
ROCK EXCAVATION	CUBIC YARD
ROCK EXCAVATION IN PIPE TRENCHES	CUBIC YARD
UNDERCUT EXCAVATION	CUBIC YARD

10-28-2020 (SPCN)

cn303-000100-00 **AGGREGATE MATERIAL** shall be the size specified conforming to Section 203 of the Specifications. The aggregate shall be placed at locations shown on the plans or as directed by the Engineer. Aggregate material will be measured in units of tons for the size specified according to Section 109 of the Specifications. Payment will be made at the contract unit price per ton, which bid price shall be full compensation for furnishing, placing, and shaping and compaction, if required.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
BEDDING MATERIAL AGGR. NO 57	TON

5-23-95c; Reissued 7-12-16 (SPCN)

cn315-000100-00 **SECTION 315.05(c) PLACING AND FINISHING** is modified by replacing the third paragraph with the following:

The longitudinal joint in one layer shall offset that in the layer immediately below by approximately 6 inches or more. The joint in the wearing surface shall be offset 6 inches to 12 inches from the centerline of the pavement if the roadway comprises two traffic lanes. The joint shall be offset approximately 6 inches from the lane lines if the roadway is more than two lanes in width. The longitudinal joint shall be uniform in appearance. On all roads except secondary routes, if the offset for the longitudinal joint varies from a straight line more than 2 inches in 50 feet on tangent alignment, or from a true arc more than 2 inches in 50 feet on curved alignment, the Contractor shall seal the joint using a water-proof sealer at no cost to the Department. The Contractor shall recommend a sealant and installation procedure to the Engineer for approval before proceeding. On all roads except secondary routes, if the offset for the longitudinal joint varies from a straight line more than 3 inches in 50 feet on tangent alignment, or from a true arc more than 3 inches in 50 feet on curved alignment, the Engineer may reject the paving. The Engineer will not require offsetting layers when adjoining lanes are paved in echelon and the rolling of both lanes occurs within 15 minutes after laydown.

1-18-17 (SPCN)

UNIFORMED FLAGGERS - The Contractor shall include in his bid up to 200 hours for one (1) off duty Albemarle County Police Department or Virginia State Police (VSP) to serve as Uniformed Flagger and/or Police Patrol. The Contractor may elect to utilize off duty officers at their discretion beyond the 200 hours included in the Lump Sum Price with no additional payment thereto. Activities that may require or warrant police patrol or uniformed flaggers include traffic shifts, conversion to roundabout operations, work in vicinity of intersection, paving operations, etc. Should police patrol or uniformed flaggers be utilized by the Contractor, the Contractor will be responsible for coordination between the police officer and inspector as spelled out in the Specifications including pre-work safety briefings.

The contractor shall submit the County of Albemarle Police Department (ACPD) Contractual Employment Agreement at least 1 week in advance of needed Uniformed Flagger and/or Police Patrol. The form should be sent to: Rosa Thacker (thackerr@albemarle.org, 434-872-4503, fax: 434-972-4061).

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
NS UNIFORMED FLAGGER	HOURS

10-28-20 (SPCN)

DRUG-FREE WORKPLACE- The Contractor shall:

- Provide a Drug-Free Workplace for the Contractor’s employees.
- Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a Drug-Free Workplace.
- Include the provisions of the foregoing clauses in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

For the purposes of this provision, “Drug-Free Workplace” means a site for the performance of work done in connection with the Contract. The Contractors employees, and those of his Subcontractors, shall be prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Work.

7-3-19 (SPCN)

CONTRACTOR SEXUAL HARASSMENT POLICY - If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource

Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

The contractor shall include the above paragraph in every subcontract or purchase order over \$10,000, so that this requirement shall be binding upon each subcontractor or vendor.

6-5-20 (SPCN)

CONTRACTOR MAINTENANCE OF TEMPORARY MARKINGS - The second, third, and fourth paragraphs of Section 512.03(k)3 of the Specifications will also apply to Sections 512.03(k)1 and 512.03(k)2 of the Specifications.

6-13-17 (SPCN)