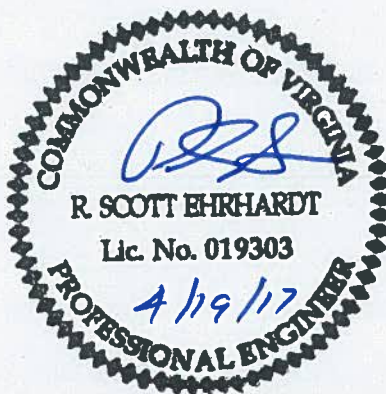


# ADDENDUM # 1

**Smith River Interceptor  
Corrugated Metal Pipe Rehabilitation  
Contract III**

**Martinsville, VA  
April 19, 2017**



## ADDENDUM NO. 1

**ISSUED April 19, 2017**

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

### **General**

1. Formal questions must be received by the Engineer no later than **May 10<sup>th</sup>, 2017 at 5:00 PM.**
2. **Submittal of Bid Responses:** Sealed written bid responses must be received and delivered to Karen Mays, Purchasing Manager, by **May 16<sup>th</sup>, 2017 at 2:00 p.m.**
3. Bids will be opened and read aloud on **May 16<sup>th</sup>, 2017 at 2:00 p.m.**
4. All references to Bolt Lok and Mech Lok as manufactured by U.S. Pipe or approved equal for restrained joints shall be removed and replaced with "**HP Lok as manufactured by U.S. Pipe or approved equal**". This restrained joint is applicable for 36" and 42" aerial crossings where the span between piers is less than 20'. Any span greater than 20' shall also use flanged joints in combination with the HP Lok or approved equal.
5. Clarifications on access points and staging areas are included in the pre-bid meeting minutes attached.

### **Bid Form**

Replace the existing bid form with the updated attached bid form reflecting the following:

- Line 13 – No 36" point repairs are required in this project. This line has been struck out so that the numbering on the bid form remains the same.
- Line 25 – The clarification statement was changed to "Same quantity as Line **23**". The incorrect line number was previously indicated.
- Line 66 – The VDOT permit fee for this project is \$280, and the surety amount is \$15,000. The lump sum of \$15,280 was added to this line. The contractor is responsible for coordinating with VDOT to obtain the Land Use Permit prior to construction.
- Line 67 – Bypass Pumping has been added as a lump sum line item. This shall include all piping, pumps, fuel, personnel, auto dialer, labor, mobilization, maintenance, decommissioning, and anything else related to the bypass system for the entire project. The awarded contractor shall submit a specific schedule of values for the bypass pumping that indicates the percentage of the fee related to mobilization, usage, and decommissioning.
- Rehabilitation Methods Schedule – Column titles on 42" section indicated the incorrect line items to transpose quantities on the bid form. The line items have been corrected in the column titles on the updated bid form.

**IMPORTANT NOTE:** If there is a zero (0) quantity for a line item on the bid form due to rehabilitation method selection, a unit price does not need to be submitted.

### **Section 330130.16 – CCTV and Laser Inspection**

- Remove the following sections from Part 1: **1.2.E.4. and 1.2.E.6.**

Pre-installation and post-installation laser inspection **will not be required**. IF there is a condition where the Owner suspects the sewer has been damaged by work being performed by the Contractor then Owner or Owner’s representative may request a laser inspection of the affected sewer segment at no additional cost to the Owner. A pre-design, investigative laser inspection of all piping to be lined will still be required.

### **Section 333315 – Cured-in-Place Liner**

UV cured pipe rehabilitation systems may be utilized as an equal to heat cured systems. Add the following sections to the current specification:

- **Part 2 – Section 2.7 UV LIGHT CURING EQUIPMENT**
  - A. The UV light system shall have an integrated CCTV camera to perform pre-curing inspection along with monitoring of the curing process.
  - B. Approved UV light systems shall have the ability to record specific parameters during the curing process to ensure the liner is properly cured:
    1. Project Name
    2. Line Section
    3. Date and Time
    4. Curing Speed
    5. Light Source Operating Status and Wattage
    6. Inner Air Pressure
    7. Inner Temperatures
    8. Length of Liner

- **Part 3 – Section 3.10 LINING PROCEDURES**

G. Heated Water or Steam Curing Systems, Note 1.a. add the following:  
“a. Temperature gauges shall be placed between the tube and the host pipe’s invert position to monitor the temperature during the cure cycle if water or steam cooling operations are employed. **Not applicable to UV cured CIPP systems.**”

#### **J. UV Light Curing Systems**

- 1. Once working inflation pressures are reached the liner shall be inspected by an integrated CCTV camera on the UV light assembly to check the pressurized liner for proper fit and expansion of the liner along the entire segment.**
- 2. Initial curing speeds will start off at a sufficient speed to ensure the first 15’ of liner is cured properly, ramping up to working speed to properly cure the remainder of the liner per the manufacturer’s**

**protocol. The same process will be adhered to during the last 15' of liner.**

- 3. The UV system shall be equipped with appropriate monitoring to gauge the intensity of the UV light source to ensure adequate UV dosage is being provided to meeting the resin manufacturer's curing instructions.**
- 4. The curing period shall be carried out under an inversion head to maintain a minimum hoop tension in the liner felt of one (1) lb/ sq. in.**
- 5. Maintain a curing log of UV equipment location and UV intensity along the entire segment during the curing process to document proper temperatures and cure times have been achieved.**

K. Invert through Manholes... (This paragraph will now be letter K)

L. The finished pipelining shall be continuous...(This paragraph will now be letter L)

M. The inner surface shall be free of cracks...(This paragraph will now be letter M)

### **Section 333318 – Sanitary Sewer Manhole Rehabilitation**

- Replace Part 1, Section 1.5.A.2. with the following:

For a manhole coating or lining product to be considered for this Contract, a minimum of 2,000 vertical feet of documented manhole rehabilitation must have been completed by the Contractor in the previous three (3) years, and a minimum of five (5) years of experience.

### **Sheet C16**

- Change note in PROFILE VIEW to state:

**“LINE OR REPLACE EXISTING 42” CMP SANITARY SEWER STA. 143+23 TO 153+03”.**

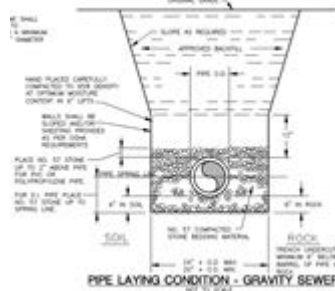
### **Sheet S1**

- Add the following notes to “Pipe Support Detail”
  - a. The contractor may reuse the existing threaded rods if threads are usable following removal of existing piping, straps, and cleaning. All piping straps, nuts, and washers shall be replaced in-kind to match existing. New in-kind pipe strap shall match existing strap width and thickness, and be constructed of stainless steel. The straps shall have a radius that closely conforms to the O.D. of the new ductile iron pipe.

- b. A neoprene pad shall be installed between the bottom pipe and existing pier to the extent necessary to eliminate direct contact of the pipe with the pier.
- c. The top of the concrete piers are experiencing erosion and visible exposed aggregate on the surface. Contractor shall restore the entire top surface with Mortarclad 218 as manufactured by Tnemec or approved equal. The surface shall then receive a top coat of Series N69 Hi-Build Epoxy as manufactured by Tnemec or approved equal. Finish color shall match the existing concrete piers.

**Miscellaneous Questions**

1. The pipe laying detail on page C25 “Pipe Laying Condition” depicts a full #57 stone encasement of the pipe. Is the bedding detail for all the gravity pipe to be placed?



*Engineer’s Response: Ductile iron pipe is specified for this project. As shown in the detail, #57 stone must be placed up to the spring line for DIP. This is applicable for all new laid pipe along the interceptor.*

2. Can fiberglass material be considered for both pipes and manholes?

*Engineer’s Response: Due to the many aerial and stream crossing associated with this project and areas of inadequate cover, fiberglass pipe will not be accepted as an alternate for ductile iron pipe.*

3. What additional permits may be required that the Owner has not already accounted for? We understand that if we utilize a flagging operation that an encroachment permit might be required. We are looking for permits that are long lead time or costly.

*Engineer’s Response: The VDOT permit fee and surety amount have been added to the bid form, line item 66. All other permits have been acquired or are in the process by the City of Martinsville.*

4. What is the warranty period for the project and when does it start?

*Engineer’s Response: For the purpose of general conditions of this contract, the Contractor shall warrant all work for a minimum of one year from the time Substantial Completion is issued. Any stated manufacturer warranted conditions for which the specifications indicate for specific manufactured items shall remain in effect for the time*

*period stated in the manufacturer's standard warranty unless indicated otherwise in the specifications.*

5. Does the bypass pumping system require 24/7 monitoring by personnel on site in addition to an auto dialer system?

*Engineer's Response: No, personnel does not need to be onsite 24/7. However, per specification 333325, Part 2, Section 2.1:*

*"H. System shall be equipped with **telemetry and an auto dialer to automatically notify the Contractor and Owner in the event of pump failure or high water alarm** in the bypass pumping wet well. System shall **include a phone tree** where in the event the primary contact cannot be reached, the system will proceed down the phone tree until communication has been achieved.*

*I. Contractor shall have the ability to replace defective pumps with another pump of equal or greater capacity to meet the necessary performance requirements **within six (6) hours in the event of pump failure.**"*

6. If the bypass pumping requires using 2 each, XX size pumps to handle peak flow, how many XX size backup pumps will be required as standby?

*Engineer's Response: Per specification 333325, Part 2, Section 2.2.A.3., "The Contractor shall have adequate standby equipment available on or off site to be ready to be placed into operation and use in the event of an emergency or breakdown. **One standby pump for each size pump** installed within the pumping plan shall be available, ready for use in the event of primary pump failure. Standby pumps must be sized to pump at least the same flow as the primary pumps. Contractor shall have the ability to have the pump to site and operating within 6 hours of initial primary pump failure."*

7. Can the pipe be joint tested in lieu of air testing?

*Engineer's Response: Contractor may submit alternative testing methods for consideration during shop drawing review. However, for the basis of bid, Contractor shall assume all testing will be performed as stated in the specifications.*

8. What is the material of the existing manholes?

*Engineer's Response: Existing manholes are brick and mortar.*

9. Can additional manholes be placed into the existing line at the Contractors expense?

*Engineer's Response: Yes, however, it shall be the responsibility of the Contractor to provide justification for the use of these and to insure that manhole additions are kept to a minimum.*

10. Can the bypass pumping for the project have its own Bid Item and Measure and Payment Section? Upfront costs for the installation of the system and fuel consumption is very costly and payment for the accepted installed work.

*Engineer's Response: Bypass pumping has been added as line item 67 as a lump sum unit price. Refer to "Bid Form" changes above for more details.*

11. Will the aerial crossing piers need to be modified to accommodate the replacement pipe? (i.e. reshaping the pipe seat, remove and replace and strapping, replacing anchors in the concrete, etc.)

*Engineer's Response: See updated notes under S1 above that address this question.*

12. In the pre bid, it was discussed that the existing pipe may have been placed in a radius or something constructed not in a chord. Can these pipe runs be identified? If the pipe is to be removed and replaced this would affect the remove and replacement operation and bring rock into the equation (which is at the contractor's risk).

*Engineer's Response: The existing sewer is shown on the plans in the plan view. The contract will remain bid as unclassified. Geotechnical data was collected in general conformance with the alignment of the potential parallel sewer. This includes areas where radii occur.*

13. Does the Owner have a waste area that could be used by the contractor in order to mitigate any spoil or concrete haul off costs?

*Engineer's Response: Where possible spoil materials can be air dried to achieve at least a 85% re-compaction, spoil materials may be reapplied along the easement in strategic areas where such additional fill will not affect stormwater runoff or create additional maintenance requirements. Taylor Enterprises, owned by Bobby Taylor, was subcontracted in a previous contract to haul off unsuitable material and deliver suitable fill to the site. The number to this company is 276-629-1912. R&J Tire in Ridgeway was previously taking concrete debris. This is another option that will need to be coordinated by the contractor.*

14. Can you reiterate requirements for asbestos removal?

*Engineer's Response: Please read specification 003126 – Existing Hazardous Materials Information in its entirety for removal of sections that contain hazardous asbestos material, as well as testing for bidding purposes. Read specification 024119 – Selective Demolition in its entirety for removal requirements by a Contractor licensed for asbestos abatement in the state of Virginia.*

**Attachments:** Pre-Bid Meeting Minutes, Pre-Bid Meeting Sign-in Sheet, Updated Bid Form

**END OF ADDENDUM NO. 1**



## PRE-BID MEETING MINUTES

**Date:** April 17, 2017

**Time:** 10:00 AM

**Location:** City of Martinsville

**Meeting Lead:** Dewberry Engineers Inc.

**Purpose:** Smith River Interceptor Corrugated Metal Pipe Rehabilitation Contract III Pre-Bid

### Minutes

#### 1. PARTICIPANT INTRODUCTIONS AND SIGN-IN

##### 1.1 **OWNER: CITY OF MARTINSVILLE**

Represented at this meeting by:

Andy Lash, Director of Water Resources  
55 West Church Street  
Martinsville, VA 24112  
(276) 403-5157  
alash@ci.martinsville.va.us

Mike Kahle  
City of Martinsville Project Inspector  
Martinsville, VA 24112  
(276) 806-0250  
mikekahle57@gmail.com

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

Represented at this meeting by:

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

Leslie Barksdale, EIT  
Project Engineer  
(434) 549-8504 (direct)  
lbarksdale@dewberry.com

Joyce French- French Connection  
Loan Administrator  
(434) 917-9760  
jf.frenchconnection@gmail.com



**1.3 PARTICIPANT INTRODUCTIONS**

All attendees signed in – sign-in sheet is attached to the minutes.

**2. PROJECT DESCRIPTION AND CONSIDERATIONS****2.1 SCOPE OF WORK**

The principal features of work to be performed under this contract are to: clear and grub existing sewer easements; rehabilitate 2,253 LF of 36” gravity sewer and 10,772 LF of 42” gravity sewer and approximately 80 manholes with rehabilitation of sewer including a combination of relocation, cured-in-place pipe (CIPP) lining and replacement in place; demolish or abandon the existing 36” gravity sewer and 42” gravity sewer; demolish and abandon 824 LF of existing 36” CMP and 5,246 LF of existing 42” CMP and connection of parallel 36” and 42” DIP gravity sewer installed under a previous Contract II into the existing sewer; remove and dispose of approximately 1,350 LF of asbestos bonded 42” CMP; install river bank armament; install 103 LF of 18”, 30” and 36” storm pipe and manholes; install stormwater improvements; install creek crossing improvements; rehabilitate existing reinforced concrete piers; and provide easement access improvements.

- a) Summary of work and work restrictions are described in Section 011000 in the Contract Documents and shown on the Contract Drawings.
- b) Other significant contract requirements include:
  - a. American Iron and Steel (AIS) requirements
    - i. Review DEQ AIS Step Certification – all attendees saw the sample certification as well as the step certification. An example of an extensive manhole step certification process was reviewed. No questions were asked.
  - b. E&S requirements
    - i. Abide by E&S plan, DEQ permit, Local E&S Permit, USACE Permit.
  - c. MBE/WBE requirements
    - i. Joyce French reviewed all MBE/WBE requirements for the bidding process. Documentation of solicitation must be submitted with the bid. This can include but is not limited to call logs, emails, articles in newspaper, online posting, etc.
  - d. Davis-Bacon Act requirements
    - i. Joyce French reviewed David-Bacon requirements as well as the wage determinations. If the wage determinations change before the bid opening, it will be issued in an addendum.
  - e. Environmental conditions
    - i. Time of year restriction for in-stream work from March 15 – June 30 for the Roanoke Log perch.
    - ii. All tree removal shall follow the 4(d) rule for protection of the Northern Long-Eared Bat. More information can be found at the following US Fish and Wildlife Service webpage:  
<https://www.fws.gov/midwest/endangered/mammals/nleb/FAQsFinal4dRuleNLEB.html>
  - f. High water elevation/flood control

## PRE-BID MEETING MINUTES

- i. Be cautious of area near the flea market and anywhere upstream of the dam. Refer to geotechnical report in the specifications to see the soil characteristics along the interceptor.
  - g. Adjacent properties
    - i. Be mindful of adjacent property owners in terms of noise and access in residential areas. Any use of property that is not within the existing City owned easement needs to be coordinated by the Contractor with the property owner(s).
  - h. Existing utilities
    - i. All utilities must be marked before excavation. There is an existing gas line along sections of the interceptor. Additionally, the existing sewer **MUST** stay in operation throughout construction.
  - i. Access Points
    - i. Access points are shown on sheet T3. The City either owns the easement for access or has grandfathered permission to use the access points shown on T3. The exception to this is the Resurgence Property – see letter k below.
  - j. Staging Areas
    - i. The City will provide a staging area at the corner of Rives Rd. and Walker Rd. for the job trailer and some material storage. Water and power will be provided to this site.
    - ii. The Owner of the Flea Market has expressed interest in allowing space for limited material storage and staging. For purposes of the bid, expect that this cost will be the responsibility of the Contractor.
  - k. Resurgence Property – property access approval required. Expect a delay in entering this property up to 90 days.
- c) Contract Documents can be viewed by:
  - a. Purchasing for \$150 with refund per set as stated in Advertisement for Bid through Dewberry Engineers Inc., at the address listed above or by contacting Crystal Newton at 434-549-8519.
  - b. Downloading off of the City of Martinsville’s website. (<http://www.martinsville-va.gov/Bid-Documents.html>) It is imperative that you inform the Engineer that you download the plans if you intend to bid the project to ensure that you are put on the plan holders list and addenda are sent to you.

### 2.2 NOTABLE CONTRACT CONDITIONS OR WORK SCOPE

- a) Existing sanitary sewer must continue operating throughout construction period. When areas of work are to be isolated, bypass pumping must be provided. This cost shall be included in the unit price for pipe installation/lining.
- b) Cost for removal of unsuitable materials and hauling of suitable fill material to the site shall be included in the bid line item for parallel/replacement of pipe. The “Fill Material” line item shown in the bid will not be used for anything already shown in the contract documents. This is for any unknown conditions found on the site where additional fill material may be required for restoration or grading.
- c) This project is bid unclassified. Include cost for rock removal in your line item for parallel/replace sewer. The geotechnical report is shown in the specifications.

- d) Work Hours; Standard Work Hours in the Specifications - 7:30 am to 5:00 pm Monday through Friday, unless otherwise approved by the Owner.
- e) Bonds: 5% Bid, 100% Payment and Performance Bonds are required

**2.3 CONTRACT TIME AND DAMAGES**

- a) Total Contract Time for each contract is currently 420 Calendar Days to Substantial Completion and 450 to Final Completion. Schedules will run concurrently.
- b) Contract allows 60 days to award project
- c) Damages for late completion beyond Substantial Completion will be liquidated at \$450/day
- d) Damage for late completion beyond Final Completion will be Liquidated at \$300/day

**2.4 BID FORMAT**

- a) Single Prime, combination Lump Sum and Unit Prices. Bid will be awarded on Base Bid considering shown unit quantities in the bid form.

**3. QUERIES & ADDENDA****3.1 FORMAL QUESTIONS REQUIRING WRITTEN RESPONSE**

*All questions must be received by 5:00 p.m. on April 26, 2017* and include contact information for those submitting the questions. Addenda will be issued as necessary, with a final addendum issued by 5:00 p.m. on April 28, 2017. All formal request for information letters may be sent attached to an email to:

Leslie Barksdale, EIT  
Dewberry Engineers Inc.  
551 Piney Forest Road  
Danville, VA 24540  
Phone: (434) 549-8504  
lbarksdale@dewberry.com

- Many contractors had concern with the limited time to submit formal questions. ***Refer to Addendum #1 for the updated formal question receipt deadline.***

Questions must include:

- Reference of the document section and/or drawing sheet number in question.
- Bidder's name, address, phone number, and e-mail (if available) asking the question.
- Date.
- An exact question(s) to be answered.
- All necessary supporting documents necessary for an evaluation beyond the contents of the Contract Documents where applicable.

**3.2 ADDENDA**

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

**4. BIDDING INSTRUCTIONS AND PROCEDURES****4.1 TIME AND PLACE FOR BIDS TO BE RECEIVED AND OPENED**

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

By FedEx, UPS or hand delivered:

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

Or by postal mail:

City of Martinsville  
Karen Mays, Purchasing Manager  
P. O. Box 1112  
Martinsville, VA 24114-1112

To be received by 2:00 p.m., (Local Time) May 3, 2017. Bids will be publicly opened and read aloud.

- Many contractors had concern with the limited time to properly solicit MBE/WBE companies, as well as properly select the rehabilitation methods for each section. ***Refer to Addendum #1 for the updated bid opening date.***

**4.2 BID FORM AND REHABILITATION SCHEDULE**

- a) A Bid Form is included in the Contract Documents. This form can be photocopied for use in submitting a bid. Signature and Notary on the Bid Form, however, must be original.
- b) Rehabilitation Schedule: The rehabilitation schedule and bid form were reviewed in their entirety via the power point at the meeting. All clarification questions were answered.
  - i. **SELECT A SEWER REHAB METHOD:** Each segment listed is included within the scope of the Project as presented on the referenced Construction Drawings. Segments which allow flexibility in rehabilitation methods are indicated on the right of the schedule with colored boxes in the corresponding rehabilitation methods columns. Cells in the Schedule which are blacked out indicated unacceptable rehabilitation methods for the corresponding segment. Segments which only include one (1) rehabilitation method within the Schedule indicate that there is only one acceptable rehabilitation method for that segment of sewer and is indicated as such by that option including the length of the segment to be rehabilitated included within the corresponding cell.

- ii. **SELECT THE CORRESPONDING MANHOLE REHAB METHOD:** Corresponding manhole rehabilitation is also included in the schedule. Each option is color coded to match the associated pipe rehabilitation method. The appropriate manhole rehabilitation method shall be selected by the Contractor to correspond with the pipe rehabilitation methods selected.
  1. For example, if the Contractor chooses to rehabilitate a segment utilizing parallel sewer installation (blue), he shall also select the appropriate number of “New Manholes” (blue) indicated in the column to the right for that segment. He shall not, however, include the numbers for “Manhole Rehabilitation” (green) or “Manhole Replacement” (pink) for this line item.
- iii. **DO NOT INCLUDE THE FOLLOWING:** Segments which indicate a “Cost for this Line to be included in Bid Line Item X (Do not include LF in other line items)” reference work for this section of sewer to be included as part of a separate Bid Line on the Bid Form. The linear feet of sewer reflected in the Rehabilitation Schedule for this segment of line shall not be included within the summary of the Rehabilitation Method schedule. Furthermore, Contractor shall not duplicate rehabilitation lengths within multiple line items on the bid form. This segment has been included on the Rehabilitation Schedule solely to assist the Contractor in coordinating and preparing his Bid.
- iv. **POINT REPAIRS – CIPP OPTION ONLY:** The column which indicates required point repairs along each segment of sewer shall be included ONLY for segments of which CIPP lining has been indicated as the Contractor’s preferred rehabilitation method. Compensation for Point Repairs on sewers being replaced in place or paralleled will not be provided as all demo/abandonment work of the existing sewer are reflected under other appropriate line items on the bid form. Point repairs are included as replacement of those segments of sewer which require restoration of ovality or elimination of an existing defect to accommodate appropriate structural lining of the sewer where indicated on the Construction Drawings and to the limits shown on the Construction Drawings.
- v. **TRANSPOSE QUANTITIES FROM REHAB SCHEDULE TO BID FORM:** The Contractor shall transpose the total LF of each segment to be rehabilitated, the total number of manholes, and the total number of point repairs required with the selected rehabilitation method for that segment into the appropriate column for EACH line. A sum for each rehabilitation method shall be calculated for the 36” and 42” piping within the allocated spaces at the bottom of each column in the corresponding 36” and 42” sections of the Schedule. These values shall be transposed by the Contractor to the Bid Schedule to be submitted at the time of receipt of bids.
- vi. **EXCLUSIONS:** A copy of the Excel spreadsheet will not be made available for use in preparation of bids. Contractor shall transpose all information onto the Schedule included within these Bidding Documents.

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

All Bidders must include signed, completed originals (notarized or witnessed as described) of the following:

- Acknowledgement of all Addenda on Bid Form
- Bid Form
- Complete Rehabilitation Methods Schedule
- Bid Bond (5% of Bid Price)

Additional requirements:

- American Iron and Steel (AIS) Certification Statement
- Bidder Compliance Statement/Certification Regarding Equal Employment Opportunity
- List of Proposed Subcontractors meeting MBE/WBE requirements
- List of Proposed Suppliers meeting MBE/WBE requirements
- CIPP Contractor Quality Assurance Supporting Information
- Name of CIPP Liner Manufacturer
- Name and License Number of Design Engineer for CIPP Liner System
- Evidence of authority to do business in the state of Virginia
- Contractor's License Number

**4.4 BIDDING FORMAT**

The base bid consists of the sum of all items on the bid form. The alternative will be considered if the project cost remains within the City's budget.

**4.5 REVIEW AND AWARD**

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

**5. PRE-BID SITE VISIT**

The site will be available for visiting immediately following the close of this Pre-Bid Conference.

**6. ADJOURN MEETING****Attachments:**

\*\*Attachments are not included in the Minutes. All contractors were given these handouts for reference at the meeting. The AIS Certification letters are available by request to the Engineer.\*\*

1. Sample American Iron and Steel (AIS) Certification Letter
2. Bid Form and Rehabilitation Methods Schedule
3. Unit Price Specification 012200

**City of Martinsville  
Smith River Interceptor Corrugated Metal Pipe Rehabilitation Contract III  
Pre-Bid Conference  
Sign-in-Sheet**

**April 17, 2017**

<b>Name</b>	<b>Company</b>	<b>Phone</b>	<b>Email</b>
Leslie Barksdale	Dewberry Engineers Inc.	434-549-8504	lbarksdale@dewberry.com
Scott Ehrhardt	Dewberry Engineers Inc.	434-549-8503	sehrhardt@dewberry.com
Joyce French	French Connection	434-917-9760	Jf.frenchconnection@gmail.com
Mike Kahle	City of Martinsville	276-806-0250	mkahle@ci.martinsville.va.us
Andy Lash	City of Martinsville	276-403-5157	alash@ci.martinsville.va.us
Patrick Wade	E.C. Pace Company, Inc.	540-314-8552	pwade@ecpace.com
Rick Stone	US Pipe	540-353-7425	rstone@uspipe.com
David Cole	IPR Northeast	423-297-3887	dcole@teamipr.com
Chris Englebrake	Midas	410-984-9065	Chris.Englebrake@midascompanies.com
Craig Harding	Garney Construction	785-213-4788	charding@garney.com
Eamonn McGeady	SAK	301-944-4256	emcgeady@sakon.com
Woods Carter	Prillaman and Pace, Inc.	276-632-6308	woodsc@prillaman-pace.com
Patrick Martin	Steve Martin's Trenching, Inc.	276-629-2496	smtinc@cenurylink.net
Brent Sheets	HD Supply Waterworks	540-342-8000	Brent.Sheets@hdsupply.com
Dean Prillaman	Prillaman and Pace, Inc.	276-252-5106	dean@prillaman-pace.com
Stacey Dunn	Insituform, Inc.	443-613-7814	sdunn@aegion.com
Timothy Hagee	Am-Liner East	540-450-6104	thagee@amlinereast.com

Mike Wadding	Am-Liner East	540-532-6034	mwadding@amlinereast.com
Ronald Porter	DCB Enterprises, LLC	276-728-2137	dmorgan@dlb-digs.com
Ronald Porter	Fielders Choice Enterprise	434-244-0250	dmorgan@dlb-digs.com
Chris Cline	CJ Geo	804-551-1424	ccline@cjgeo.com
Noah Kwiek	Rain for Rent	804-712-0014	NKwiek@rainforrent.com
Craig Welsh	Tri-State Utilities	757-615-7547	CraigW@tristateutilities.com
Mark Wiley	Haymes Brother, Inc.	434-432-8282	mwiley@haymesbrothers.com
Cam Fleming	Applied Felts	276-806-3224	cfleming@appliedfelts.com
Harold Bright	Maverick Pump Services	682-704-9772	harold@mavpump.com
Josh Clifton	English Construction	434-845-0301	jclifton@englishconst.com
Dalton Walker	English Construction	919-457-3890	dwalker@englishconst.com
Mike Nogle	Thalle	919-801-1138	mnogle@thalle.com
Travis Ross	Thalle	919-241-1639	tross@thalle.com
Bobby Yates	Yates Construction	336-362-3428	rgyiii@yatesconstruction.com
Bob Yates, Sr.	Yates Construction	336-379-8131	gkennedy@yatesconstruction.com
Bill Carter	DH Griffin, Inc.	704-213-3591	bcarter@dhgriffin.com
Larry Genner	Metro Industries	415-271-2069	larrygenner@yahoo.com
Pat Szyska	Kenny Construction	847-777-7527	Pat.Szyska@gcinc.com
Ali Feiz	Kenny Construction	224-257-6644	Ali.Feiz@gcinc.com
Larry Conner, Jr.	AJ Conner General Contractor, Inc.	540-387-3941	larryconnerjr@ajconner.com
Larry Conner, Sr.	AJ Conner General Contractor, Inc.	540-387-3941	larryconnersr@ajconner.com



**BID FORM**

*City of Martinsville  
Smith River Interceptor CMP Rehabilitation*

*Contract III*

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

*By FedEx, UPS or hand delivered:*

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

*Or by postal mail:*

*City of Martinsville  
Karen Mays, Purchasing Manager  
P. O. Box 1112  
Martinsville, VA 24114-1112*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 Bidder accepts all of the terms and conditions of the Virginia Clean Water Revolving Loan Fund Contract Forms.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

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

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) Drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in General Conditions Section 4.02 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following Bid Schedule:

<b>BID SCHEDULE</b>					
<b>No.</b>	<b>Item</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Cost</b>
1	Site Prep/Mobilization	1	LS		
2	E&S	1	LS		
3	Clearing	1	LS		
4	Site Grading and Debris Disposal	1	LS		
<b>Gravity Sewer Upgrade (Include Completed Worksheet Detailing Rehabilitation Methods)</b>					
5	Creek Crossing (6R1 to 6R2)	65	LF		
6	Creek Crossing (10R4 to 10R5)	60	LF		
7	Creek Crossing (29R1 to 29R2)	80	LF		
8	36" DIP Parallel Sewer (Minimum Quantity 435 LF)	Sum of lines 2, 3, 5-8, 10, 12-15 from Rehab Schedule (blue)	LF		
9	New Manhole for Parallel 36" Sewer (Minimum Quantity 7 EA)	Sum of lines 2, 3, 5-8, 10, 12-15 from Rehab Schedule (blue)	EA		
10	Demo/Abandon Existing 36" Sewer and MHs (Minimum Quantity 435 LF)	Same quantity as Line 8	LF		
11	36" CIPP Liner (Minimum Quantity 0 LF)	Sum of lines 1, 11-19 from Rehab Schedule (green)	LF		
12	Rehab Existing Manhole (36" Sewer) (Minimum Quantity 0 EA)	Sum of lines 1, 11-19 from Rehab Schedule (green)	EA		
13	Point Repair of 36" Gravity Sewer (Minimum Quantity 0 EA)	Sum of lines 1, 11-19 from Rehab Schedule (green)	EA		

14	Demo Existing 36" Gravity Sewer and Manholes and Replace with 36" DIP (Replace in Place)  (Minimum Quantity 0 LF)	<hr/> Sum of lines 1, 11-19 from Rehab Schedule (pink)	LF		
15	Replace Manhole on 36" Gravity Sewer (Replace in Place)  (Minimum Quantity 0 EA)	<hr/> Sum of lines 1, 11-19 from Rehab Schedule (pink)	EA		
<b>36" Piping Subtotal (Lines 5, 6, 7, 8, 11 and 14):</b>		<b>2,253</b>	<b>LF</b>		
16	Creek Crossing (36R4 to 36R3)	166	LF		
17	Dye Plant Road Aerial Crossing (40R1 to 40R2)	299	LF		
18	Dye Plant Road (40R2 to 41R1)	664	LF		
19	Aerial Crossing (53R0 to 53R1)	120	LF		
20	Aerial Crossing (61R11 to 61R10)	205	LF		
21	Section 61R2 to 61R1	26	LF		
22	Aerial Crossing (SRI-61 to 61R0)	215	LF		
23	42" DIP Parallel Sewer  (Minimum Quantity 1,557 LF)	<hr/> Sum of lines 24-33, 35, 36, 50-56, 68, 69, 75, 76 from Rehab Schedule (blue)	LF		
24	New Manhole for Parallel 42" Sewer  (Minimum Quantity 14 EA)	<hr/> Sum of lines 24-33, 35, 36, 50-56, 68, 69, 75, 76 from Rehab Schedule (blue)	EA		
25	Demo/Abandon Existing 42" Sewer and MHs  (Minimum Quantity 1,557 LF)	<hr/> Same quantity as Line 23	LF		

26	42" CIPP Liner (Minimum Quantity 755 LF)	Sum of lines 21-33, 37, 38, 41-44, 47-49, 58-61, 65-67, 70-74, 77 from Rehab Schedule (green)	LF		
27	Point Repair of 42" Gravity Sewer (Minimum Quantity 1 EA)	Sum of lines 21- 33, 37, 38, 41- 44, 47-49, 58- 61, 65-67, 70- 74, 77 from Rehab Schedule (green)	EA		
28	Rehab Existing Manhole (42" Sewer) (Minimum Quantity 3 EA)	Sum of lines 21- 33, 37, 38, 41- 44, 58-61, 65- 67, 70-74, 77 from Rehab Schedule (green)	EA		
29	Demo Existing 42" Gravity Sewer and Manholes and Replace with 42" DIP (Replace in Place) (Minimum Quantity 358 LF)	Sum of lines 21-30, 41-46, 47-49, 58-61, 65-67, 70-74, 77 from Rehab Schedule (pink)	LF		
30	Replace Manhole on 42" Gravity Sewer (Replace in Place) (Minimum Quantity 2 EA)	Sum of lines 21- 30, 41-46, 47- 49, 58-61, 65- 67, 70-74, 77 from Rehab Schedule (pink)	EA		
<b>42" Piping Subtotal (Lines 16, 17, 18, 19, 20, 21, 22, 23, 26 and 29):</b>		<b>10,622</b>	<b>LF</b>		
31	Abandon/Demo 36" CMP Parallel Sewer and MHs (From Previous Contract II)	824	LF		
32	Abandon/Demo 42" CMP Parallel Sewer and MHs (From Prev. Con. II)	5,246	LF		

33	Removal and Disposal of Asbestos Containing Materials	1	LS		
34	Hydro-Jet Cutting or Point Repair of Sanitary Sewer House Connection	4	LS		
35	Grouting of Sewer/Manhole Defects	35	CY		
36	Raise Existing Manhole (From Previous Contract II)	3	EA		
37	Replace Existing Frame and Cover with Standard Frame and Cover	5	EA		
38	Replace Existing Frame and Cover with Watertight Frame and Cover	8	EA		
39	Manhole Vent	3	EA		
40	Replace Existing Frame and Cover with Traffic Rated Frame and Cover	2	EA		
41	Structural Rehabilitation of Existing Pier (height <5 ft) (Detail Sheet S1)	15	EA		
42	Structural Rehabilitation of Existing Pier (5 ft < height < 8 ft) (Detail Sheet S1)	20	EA		
43	Structural Rehabilitation of Existing Pier (height > 8 ft) (Detail Sheet S1)	4	EA		
44	Concrete Pier	1	LS		
45	Demo Existing Concrete Pier (Ref. Sht. C9)	3	EA		
<b>Site Improvements</b>					
46	Bank Armament (SRI – 68 to SRI – 69) (Ref Sht. C5)	1	LS		
47	Bank Armament (Dye Plant Rd) (Ref Sht. C4)	1	LS		
48	36" Storm Pipe (Ref. Storm A Sht. C5)	51	LF		
49	18" Storm Pipe (Ref. Storm A Sht. C5)	110	LF		
50	Manhole (Ref. Storm A Sht. C5)	4	EA		
51	Demolish existing conc. Flume & MH	1	LS		
52	30" Storm Pipe (Ref. Storm B Sht. C5)	14	LF		
53	Creek Crossing Improvements (36R10 to 36R11)	1	LS		
54	Easement Access Improvements (36R10 to 36R13)	1	LS		
55	Pipe Identification Sign (Railroad Easement)	2	EA		
56	Ditch A Improvements (Between 40R2 and 40R1)	1	LS		
57	Bank Armament, Ditch B and Ditch C Improvements (Between 53R3 & 53R4)	1	LS		



58	VDOT STD EW-1 and Stormwater Improvements (C12)	1	LS		
59	Stream Bank Restoration (Ref. Details S and BM Sht. C26)	1,500	CY		
60	Fill Material	600	CY		
61	Geotextile Fabric	350	SY		
62	Rip Rap	300	CY		
63	VDOT #1 Stone	300	CY		
64	Crusher Run Stone	300	CY		
65	Site Restoration	1	LS		
66	VDOT Permit and Surety Fees	1	LS	\$ 15,280	\$ 15,280
67	Bypass Pumping	1	LS		
<b>Total Bid</b>				\$	

Lump Sum Bid Price (Items 1 through 67): \_\_\_\_\_ Dollars (in words) (\$ \_\_\_\_\_)

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment will be based on actual quantities, determined as provided in the Contract Documents.

**Alternatives:** Contractor is required to provide and ADD Unit Price for each item indicated below. The Owner shall award the Contract to the lowest responsible Bidder based on the Base Bid or the combination of the Base Bid and Alternates which shall be awarded based on the availability of project funds. The low bidder will be re-evaluated after the exercise of each Alternative.

<b>Alternative 1</b>	Additional H <sub>2</sub> S Resistant Polymer Glaze MH Coating/Rehabilitation	60	EA MH		
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**The Owner reserves the right to reject all bids in lieu of awarding a contract in the event bid results exceed the available project funds.**

Bidder will complete the below sewer rehabilitation schedule in compliance with the Contract Documents and include as an attachment directly to the Bid Form at the time of Bid. The intent of the schedule is to allow the Contractor flexibility in preparing a completed Bid which allows alternate rehabilitation methods throughout the Project as accepted by the Owner. Bids submitted with an incomplete Rehabilitation Method Schedule will be considered unresponsive and will be immediately rejected by the Owner without further consideration.

- A. Each segment listed below is included within the scope of the Project as presented on the referenced Construction Drawings. Segments which allow flexibility in rehabilitation methods are indicated on the right of the schedule as indicated by the colored boxes in the corresponding rehabilitation methods columns. Cells in the Schedule which are blacked out indicated unacceptable rehabilitation methods for the corresponding segment. Segments which only include one (1) rehabilitation method within the Schedule indicate that there is only one acceptable rehabilitation method for that segment of sewer and is indicated as such by that option including the length of the segment to be rehabilitated included within the corresponding cell.
- B. Corresponding manhole rehabilitation is also included in the below schedule as indicated. Each option is color coded to match the associated pipe rehabilitation method. The appropriate manhole rehabilitation method shall be selected by the Contractor to correspond with the pipe rehabilitation methods selected by the Contractor. For example, if the Contractor chooses to rehabilitate a segment utilizing parallel sewer installation, he shall also select the appropriate number of “New Manholes” indicated in the column to the right for that segment. He shall not however include the numbers for “Manhole Rehabilitation” or “Manhole Replacement” for this line item.
- C. Segments which indicate a “Cost for this Line to be included in Bid Line Item X (Do not include LF in other line items)” reference work for this section of sewer to be included as part of a separate Bid Line in the Bid Schedule. The linear feet of sewer reflected in the Rehabilitation Schedule for this segment of line shall not be included within the summary of the Rehabilitation Method schedule as this length is included on the individual line item of the bid form indicated. I.e., Contractor shall not duplicate rehabilitation lengths within multiple line items on the bid form. This segment has been included on the Rehabilitation Schedule solely to assist the Contractor in coordinating and preparing his Bid.
- D. The column which indicates required point repairs along each segment of sewer shall be included ONLY for segments of which CIPP lining has been indicated as the Contractor’s preferred rehabilitation method. Compensation for Point Repairs on sewers being replaced in place or paralleled will not be provided as all demo/abandonment work of the existing sewer are reflected under other appropriate line items on the bid form. Point repairs are included as replacement of those segments of sewer which require restoration of ovality or elimination of an existing defect to accommodate appropriate structural lining of the sewer where indicated on the Construction Drawings and to the limits shown on the Construction Drawings.

- E. The Contractor shall indicate the total LF of each segment to be rehabilitated, the total number of manholes and the total number of point repairs required with the selected rehabilitation method by transposing the corresponding LF of sewer, total manholes and total point repairs indicated for that segment into the appropriate column. A sum for each rehabilitation method shall be calculated for the 36" and 42" piping within the allocated spaces at the bottom of each column in the corresponding 36" and 42" sections of the Schedule. These values shall be transposed by the Contractor and indicated on the Bid Schedule to be submitted at the time of receipt of bids.
  
- F. A copy of the Excel spreadsheet will not be made available for use in preparation of bids. Contractor shall transpose all information onto the Schedule included within these Bidding Documents.

## Rehabilitation Methods Schedule

Line	Segment	Sheet	Diameter	Segment Length	Pipe Rehabilitation			Manhole Rehabilitation			Point Repairs
					Record segment length under each allowable cell to indicate method chosen and unit quantity			Include with Parallel Alternative	Include with CIPP Alternative	Included with Replace In Place	Include with CIPP Alternative
					Parallel (Bid Line Item 8)	CIPP (Bid Line Item 11)	Replace in Place (Bid Line Item 14)	New Manhole (Bid Line Item 9)	Manhole Rehabilitation (Bid Line Item 12)	Manhole Replacement (Bid Line Item 15)	Point Repairs (Bid Line Item 13)
1	SRI 1 to 3R5	C23	36"	18					1	1	0
2	3R4 to 3R5	C23	36"	12	12			1			
3	3R2 to 3R1	C23	36"	13	13			1			
4	6R1 to 6R2	C22	36"	65	Cost for this Line to be included in Bid Line Item 5 (Do not include LF in other line items)						
5	6R2 to 6R3	C22	36"	30	30			1			
6	10R1 to 10R2	C22	36"	221	221			1			
7	10R2 to 10R3	C22	36"	64	64			1			
8	10R3 to 10R4	C22	36"	55	55			1			
9	10R4 to 10R5	C22	36"	60	Cost for this Line to be included in Bid Line Item 6 (Do not include LF in other line items)						
10	10R5 to 10R6	C22	36"	40	40			1			
11	SRI 23 to 24R5	C21	36"	93					1	1	0
12	24R1 to 24R2	C21	36"	24				2	1	1	0
13	24R2 to 24R3	C21	36"	220				1	0	1	0
14	24R3 to 24R4	C21	36"	130				1	0	1	0
15	24R4 to 24R5	C21	36"	12				1	0	1	0
16	24R1 to SRI 25	C21	36"	488					1	1	0
17	SRI 25 to SRI 26	C20,C21	36"	497					1	1	0
18	SRI 26 to SRI 27	C20	36"	81					1	1	0
19	SRI 27 to 29R2	C20	36"	50					1	1	0
20	29R1 to 29R2	C20	36"	80	Cost for this Line to be included in Bid Line Item 7 (Do not include LF in other line items)						
<b>36" Sewer Rehabilitation Summary:</b>											

Line	Segment	Sheet	Diameter	Segment Length	Pipe Rehabilitation			Manhole Rehabilitation			Point Repairs
					Record segment length under each allowable cell to indicate method chosen and unit quantity			Include with Parallel Alternative	Include with CIPP Alternative	Included with Replace In Place	Include with CIPP Alternative
					Parallel (Bid Line Item 23)	CIPP (Bid Line Item 26)	Replace in Place (Bid Line Item 29)	New Manhole (Bid Line Item 24)	Manhole Rehabilitation (Bid Line Item 28)	Manhole Replacement (Bid Line Item 30)	Point Repairs (Bid Line Item 27)
21	29R1 to SRI 29	C20	42"	11					1	1	0
22	SRI 29 to SRI 30	C20	42"	101					1	1	0
23	SRI 30 to 36R14	C20	42"	10					1	1	0

24	36R14 to 36R13	C20	42"	12				1	0	0	0		
25	36R13 to 36R12	C20	42"	384				1	1	1	0		
26	36R12 to 36R11	C20	42"	72				1	1	1	0		
27	36R11 to 36R10	C19, C20	42"	264				1	1	1	0		
28	36R10 to 36R9	C19	42"	316				1	0	0	1		
29	36R9 to 36R8	C19	42"	206				1	1	1	0		
30	36R8 to 36R7	C19	42"	15				1	0	0	0		
31	36R7 to 36R6	C19	42"	384				1	1		0		
32	36R6 to 36R5	C19	42"	195				1	0		1		
33	36R5 to 36R4	C18, C19	42"	188				1	1		0		
34	36R4 to 36R3	C18	42"	166	<b>Cost for this Line to be included in Bid Line Item 16 (Do not include LF in other line items)</b>								
35	36R3 to 36R2	C18	42"	146	146			1					
36	36R2 to 36R1	C18	42"	191	191			1					
37	36R1 to SRI 36A	C18	42"	122		122			0		1		
38	SRI 36A to SRI 37	C18	42"	198		198			1		0		
39	40R1 to 40R2	C17	42"	299	<b>Cost for this Line to be included in Bid Line Item 17 (Do not include LF in other line items)</b>								
40	40R2 to 41R1	C17	42"	664	<b>Cost for this Line to be included in Bid Line Item 18 (Do not include LF in other line items)</b>								
41	41R1 to SRI 42	C16, C17	42"	325					1	1	0		
42	SRI 42 to SRI 43	C16	42"	529					1	1	0		
43	SRI 43 to SRI 44	C16	42"	365					1	1	0		
44	SRI 44 to 44R2	C16	42"	87					0	1	0		
45	44R2 to SRI 44A	C16	42"	115			115			1			
46	SRI 44A to 44R1	C15, C16	42"	243			243			1			
47	44R1 to SRI 45	C15	42"	85		85			1		0		
48	SRI 45 to SRI 45A	C15	42"	75		75			1		0		
49	50R1 to 53R8	C12, C13	42"	275		275			0		0		
50	53R8 to 53R7	C12	42"	147	147			2					
51	53R7 to 53R6	C12	42"	146	146			1					
52	53R6 to 53R5	C12	42"	431	431			1					
53	53R5 to 53R4	C12	42"	241	241			1					
54	53R4 to 53R3	C12	42"	82	82			1					
55	53R3 to 53R2	C12	42"	98	98			1					
56	53R2 to 53R1	C12	42"	13	13			0					
57	53R1 to 53R0	C12	42"	120	<b>Cost for this Line to be included in Bid Line Item 19 (Do not include LF in other line items)</b>								
58	53R0 to SRI 54	C11, C12	42"	270					1	1	0		
59	SRI 54 to SRI 54A	C11	42"	92					1	1	0		
60	SRI 54A to SRI 55	C11	42"	253					1	1	1		
61	SRI 55 to 66R11	C11	42"	194					0	0	0		
62	61R11 to 61R10	C11	42"	205	<b>Cost for this Line to be included in Bid Line Item 20 (Do not include LF in other line items)</b>								
63	61R2 to 61R1	C10	42"	26	<b>Cost for this Line to be included in Bid Line Item 21 (Do not include LF in other line items)</b>								
64	61R1 to 61R0	C10	42"	214	<b>Cost for this Line to be included in Bid Line Item 22 (Do not include LF in other line items)</b>								
65	61R0 to SRI 62	C10	42"	233					1	1	0		
66	SRI 62 to SRI 62A	C9, C10	42"	328					1	1	1		

67	SRI 62A to 66R7	C9	42"	15				0	0	0
68	66R7 to 66R6	C9	42"	17	17		1			
69	66R2 to 66R1	C9	42"	13	13		1			
70	66R1 to SRI 66	C9	42"	10				1	1	0
71	SRI 66 to SRI 67	C8, C9	42"	272				1	1	1
72	SRI 67 to SRI 68	C8	42"	489				1	1	1
73	SRI 68 to SRI 69	C8	42"	500				1	1	0
74	SRI 69 to 76R16	C8	42"	10				1	1	0
75	76R16 to 76R15	C8	42"	13	9		1			
76	76R2 to 76R1	C6	42"	23	23		2			
77	76R1 to SRI 77	C6	42"	124				1	1	0
<b>42" Sewer Rehabilitation Summary:</b>										

## 5.02 ESCROW ACCOUNT OPTION

Bidder may elect to use an escrow account procedure for utilization of the retainage funds and must acknowledge his intention by checking one of the following options:

- Yes, an escrow account will be used for retainage funds.
- No, an escrow account will not be used for retainage funds.

If neither item is checked above, “No” will be assumed.

Escrow Agreement instructions and form are included following page.

## **ESCROW INSTRUCTION SHEET**

- A. The Franchisor shall return a fully executed copy of the escrow agreement, with original signatures, to the Division of Securities and Retail Franchising before its application will be made effective.
- B. The Franchisor shall also provide to the Division in writing, the name of the bank, the name, address and telephone number of the person(s) at the bank who may be contacted for information regarding the escrow account, and the account number. Any changes to this information shall be immediately provided to the Division.
- C. Funds in the escrow account will only be released upon completion by the Franchisor of its pre-opening obligations to the Franchisee. Requests for the release of escrowed funds shall be in writing and shall be sent to the Division. The Franchisor shall state in the request the exact amount of the funds to be released. The Division shall receive written certification from the Franchisee whose funds are to be released to the Franchisor. The certification shall state the amount of funds to be released, and that the Franchisor's pre-opening obligations to the Franchisee have been satisfied.
- D. Please refer to 21 VAC 5-110-65 of the Virginia Administrative Code, entitled "Escrow and Deferral", for additional information on the operation of escrow accounts.



## ESCROW AGREEMENT

This Escrow Agreement, made this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_ organized under the laws of  
the State of \_\_\_\_\_, (hereinafter referred to as “Franchisor”) and  
\_\_\_\_\_ (hereinafter referred to as “Bank”).

WHEREAS, the Franchisor desires to offer and sell franchises in the Commonwealth of Virginia, and

WHEREAS, it is the discretion of the Virginia State Corporation Commission (the “Commission”) as Administrator of the Virginia Retail Franchising Act, to require an escrow of franchise fees and other fees paid by the franchisee to the Franchisor, and

WHEREAS, in order to conform to the procedures for arranging an escrow account, the Franchisor desires to enter into an Escrow Agreement with the Bank, pursuant to which franchise fees and other fees are to be held in escrow for the purpose of complying with the Virginia Retail Franchising Act.

NOW, THEREFORE, with the foregoing recitals hereinafter incorporated by reference and made a part hereof, it is agreed as follows:

1. The Franchisor shall, until release of escrowed funds as hereinafter provided, deposit with the Bank, all monies obtained from each franchisee that contracts to operate the franchised business within the Commonwealth of Virginia.
2. All funds delivered by the Franchisor to the Bank will be placed in a separate account designated substantially as follows: \_\_\_\_\_
3. The Bank shall pay out funds, plus interest if any, from the Escrow Account only upon the occurrence of one of the following conditions:
  - a. A letter from the President or Secretary of the Franchisor directing the Bank to pay out such funds to \_\_\_\_\_ accompanied with a written notice from the Commission stating that it takes no exception to the release of such funds to \_\_\_\_\_.
  - b. Upon written notice from the Commission, the Bank shall return the deposited franchise fees and other fees to a specific franchisee.
  - c. The Bank shall pay funds into court or disburse or deliver them in accordance with any order of any court of competent jurisdiction.

4. The Franchisor will supply the Bank with the name and address of each franchisee, together with the amount of the deposit that represents each franchisee's franchise fees and other fees, and the Bank will retain records containing the same information.
5. Any funds deposited in the Escrow Account pursuant to this Escrow Agreement shall be invested and kept invested by the Bank in obligations of the United States, or a savings account or savings accounts of the Bank, or money market funds of or available to the Bank and to which the Bank or an affiliate is investment advisor or provides other services and receives reasonable compensation for such services, provided the money market funds are rated AAAM by Standard and Poor's and Aaa by Moody's Investor Services, or U.S. Treasury Bills, Notes or Bonds until such funds are to be disbursed as provided in Paragraph 3 hereof. All interest received and any increment shall be added to the funds so deposited in the Escrow Account and shall be distributed as provided in Paragraph 3 hereof.
6. The Commission may inspect the records of the Bank, insofar as they relate to this Escrow Agreement, for the purpose of determining compliance with and conformance to the provisions of this Escrow Agreement. At the Commission's discretion, statements indicating the status of escrow shall be furnished by the Bank to the Commission.
7. The Franchisor shall pay to the Bank reasonable compensation for expenses incurred and services rendered by the Bank under this Escrow Agreement.
8. The Bank shall have no duty to determine the propriety of any deposit or disbursement of funds. Additionally, the Bank shall have no duty to the Franchisor, the Commission, any franchisee or any other party except as expressly stated in this Escrow Agreement. The Franchisor does hereby indemnify the Bank from any and all costs, claims and expenses, including attorneys' fees, which may be incurred by or which may accrue to the Bank relating to the opening or maintenance of any account established under this Escrow Agreement.
9. All proceeds deposited pursuant to this Escrow Agreement shall not be subject to any liens or charges by the Bank, or judgments or creditor's claims against the Franchisor.
10. The Franchisor shall give each franchisee a copy of this Escrow Agreement prior to collecting any funds from that franchisee.
11. The Bank's duties under this Escrow Agreement shall terminate upon final distribution of all monies deposited as provided hereunder.
12. This Escrow Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party has caused this Escrow Agreement to be signed and executed, and its corporate seal hereto affixed, in its name by its proper and fully authorized officer or officers on the day and year first above written.

ATTEST:

NAME AND ADDRESS OF BANK

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_

(Bank's Secretary)

Title: \_\_\_\_\_

NAME AND ADDRESS OF FRANCHISOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_

(Franchisor's Secretary)

Title: \_\_\_\_\_

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Acknowledgement of all Addenda
  - B. Completed Rehabilitation Methods Schedule
  - C. Bidder Compliance Statement/Certification Regarding Equal Employment Opportunity (RLF Attachment #2);
  - D. American Iron and Steel (AIS) Certification Statement (RLF Attachment #6);
  - E. Required Bid Bond;
  - F. List of Proposed Subcontractors meeting MBE/WBE requirements;
  - G. List of Proposed Suppliers meeting MBE/WBE requirements;
  - H. CIPP Contractor Quality Assurance Supporting Information;
  - I. Name of CIPP Line Manufacturer: \_\_\_\_\_;
  - J. Name of Design Engineer for CIPP Liner Systems: \_\_\_\_\_;
  - K. CIPP Liner Design Engineer’s License No.: \_\_\_\_\_;
  - L. Evidence of authority to do business in the state of the Project;
  - M. Contractor’s License No.: \_\_\_\_\_;

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Qualification to do business in \_\_\_\_\_ is \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_.