



IFB NO. 06306-FY19-23
TUSCARORA CREEK STREAM RESTORATION AND FLOOD MITIGATION

ADDENDUM #2
JANUARY 23, 2019

All bidders are required to use the **Bid Form and Schedule of Prices** dated January 23, 2019 in order for their bid to be considered responsive (Attachment 'A'). The **Bid Form and Schedule of Prices** will also be available on the Town's Bid Board in MS Word format, however any changes to the bid items' description, unit or quantity shall render the bid non-responsive.

Section I. Clarification of Work Requirements:

Paragraph 23. Work Requirements and Additional Information, paragraph C. Parking Lot on page 33 of 36 in the Instructions to Bidders provides restrictions on the use and closure of the Virginia Knolls parking lot. Those requirements have been modified by this Addendum to the following:

“The Contractor shall minimize the duration of any blockage of access to and usage of the Virginia Knolls townhouse parking lot being reconstructed as part of this project. The Contractor shall notify the Virginia Knolls Home Owners Association a minimum of 48 hours in advance of any activities that will restrict the use of the parking lot in any way.

The use of the parking lot for resident parking may be restricted to the main aisleway and one half of the lot during the hours of construction, 7 am to 7 pm Monday through Friday for the duration of the contract. At the end of each work day, the entire parking lot must be opened for resident parking.

The entire parking lot may be closed to resident parking for the placement of the fill required to raise the parking lot to the established plan grades and to construct the retaining walls and paving. During this period, the parking lot will not need to be opened for resident parking at night at the end of each work day. The parking lot may be closed for no longer than two (2) weeks for this portion of the reconstruction. A separate notice to the Virginia Knolls Home Owners Association is required minimum of 48 hour prior to fully closing the parking lot during this reconstruction.”

Paragraph 21. Contract Time on page 33 of 36 in the Instructions to Bidders provides milestones for completion of certain portions of the project. This section is amended by this Addendum to add Milestone 3 as follows:

“Milestone 3: The contractor shall complete the reconstruction work required to completely close the Virginia Knolls parking lot within 14 days after the reconstruction work begins. The contractor shall provide a minimum of 48 hours’ notice to the Virginia Knolls HOA prior to completely closing the parking lot for this reconstruction. The contractor will be subject to Liquidated Damages for each day that the parking lot must remain completely closed beyond the 14-day limit.”

Section II. Questions and Answers:

Question 1: There are several places on sheet C-68 that plant material container size (for the Wetland Trees and Shrubs) contradicts other paragraphs, on the same page. One place it says 1, 3, & 5 gallon plant material is acceptable, however, no Bare Roots are to be planted. Another location says 5 gallon plants are preferred for installation over three gallon. Another location lists the requirements needing to be met IF, in fact, Bare Roots are used. Can you please give a clarification on which plant container sizes will be acceptable?

Answer 1: The Town will allow either 3 gallon or 5 gallon plants material containers, but prefers that 5 gallon containers be used. 1 gallon stock will not be allowed. The reference to 1 gallon containers on Sheet C-68 (Tuscarora Creek and Town Branch Planting Plan, Section 1 – Plant Materials, a. Quality, Containerized Seedlings (Zone 2)) is to be deleted.

The requirements for Bare Roots are only applicable if approved by the Town as a substitute for containerized stock.

Question 2: Retaining wall cross section on sheet S-5 shows rock layer/bedding under the concrete base. Please specify the material and thickness for the rock layer.

Answer 2: Compacted fill will be acceptable as a bedding layer under the concrete base.

Question 3: Is there any color concrete/stained concrete required for the retaining wall?

Answer 3: Yes, the stamped concrete facing for the flood walls and retaining walls shall have the general appearance of the drawing provided in Addendum #1. The contractor shall submit catalogue cuts and samples of stained concrete for approval prior to staining the retaining wall.

Question 4: As we have to go in and out to the parking lot again and again, can we substitute Type 3 movable barricades for embedded barricades?

Answer 4: The contractor may use Type III movable barricades provided they are anchored in a way that they cannot be opened by unauthorized persons.

Question 5: There are two different riffle material mixtures shown on the drawing C-48. One mixture has 4 x 3 x 2 structure stones. The other mixture shown in riffle note 12 has no 4 x 3 x 2 structure stone. What is the correct mixture for armored glide? What is the size of riffle boulders?

Answer 5: Modify Riffle Note 12 on Sheet C-48 to: “4’ X 3’ X 2’ structural stones shall be used in constructing the riffle sills as shown on the “Riffle Section Structures” detail on Sheet C-48. Riffle

material used between the sills shall consist of a 2' – 2.5' thickness of Class I, Class III, and 57 stone in equal parts by the Contractor and supplemented with existing bed material at the direction of the on-site technical representative. Any deviation for the specified design shall be approved by the Town of Leesburg.”

Question 6: Per addendum 1, it is stated that this bid is a lump sum bid and that the quantities are approximate only and will be used as a uniform basis for the comparison of bids and to establish unit prices for change orders. If the bid is a lump sum bid and no quantities will be measured and paid in the field, the contractors have to bid their own quantities within each of the given line items, which will not provide a uniform comparison between bids. Additionally, in most cases, these “unit prices” established by the bid will not actually be accurate unit prices.

Answer 6: Revised Section 12 “CONTRACT TYPE” of the Instructions to Bidders on page 29 of 36 of the bid documents to:

“This is a Lump Sum Contract. The lump sum price shall include and cover the furnishing of all materials and labor requisite and proper, and the providing of all necessary machinery, tools, apparatus and means for performing the all required work to provide a fully functioning facility as per contract documents.

The Schedule of Prices is to be used to establish unit prices for change orders only and will not be used for bid comparison.”

Question 7: Notes 3 on sheets C-15 and C-16 of the plans states that “no more than one construction entrance shall be in place at any time”. Is this intended to be a stipulation per phase of the project or can phase 1 and phase 2 of the project not be completed simultaneously?

Answer 7: The contractor shall perform work per the phasing of the project and accordingly only one construction entrance will be allowed to be in place at any time.

Question 8: Notes 5 on sheets C-15 and C-16 of the plans indicate that the contractor is to place temporary 6' chain link fence with gates at the construction entrances. Can you please clarify the extents to which the contractors will be required to install this fence? If a gate large enough for equipment/trucks is installed across the construction entrances, essentially only a gate will be installed. Is this the intent?

Answer 8: The purpose of the temporary chain link fence is to prevent unauthorized access to the project site at the construction entrances. The contractor is required to provide sufficient length of fencing to prevent access to the project site other than by its manpower and equipment.

Question 9: Per plan sheet C-48, the stone mixture required for armored glides and riffles consists of 4'x3'x2' structure stone, Class I, Class III, and 57 stone. Are the riffles to be constructed per the detail with sills of structure stone and a mix of class I,

class III, and 57 stone installed between them, or is the structure stone intended to be part of the mixture as well? If the assumption that sills with mix between them is correct, can you please clarify the construction requirements of the armored glides? How are the structure stone and other components intended to be installed together, as the detail is not clear?

Answer 9: **The riffles are to be constructed per the detail on Sheet C-48, with sills of structure stone, and the areas between the sills to be constructed of a mix of Class I, Class III, and 57 stone.**

The armored glides shall be constructed generally by first placing the structural stones, then using the mix of Class I, Class III and 57 stone to fill in gaps between the large stones.

Question 10: The detail for cross vanes on sheet C-49 indicates that “all stones are to be structure stone. Structure stone is defined as block like, cubical, or straight edged boulders”. Does this include the floor rocks required for the structures? Per the structure stone size table on sheet C-46, floor rocks are 2’x 2’x1’. In general, it is very difficult to acquire blocky boulders with a 1’ dimension. Due to the nature of how rock is mined, it does not commonly break on a 1’ dimension and remain blocky. Please clarify.

Answer 10: **The intent of the specification is to provide blocky type stones for floor rocks that are generally in the relative dimensions stated. The minimum dimension shall be 1’, but a thickness of up to 3’ could be allowed. The top surface of the stones after placement must be relatively flat.**

Question 11: The notes on sheets C-66, C-67, and C-67A of the plans indicate that “there will be a minimum of 6”-8” of topsoil to the indicated finished grade”, however per a question’s answer in addendum 1, “topsoil should be spread to a maximum depth of 4”.” Can you please confirm that you want 4” and not 6”-8”? Additionally, is the intent for the contractor to strip and respread all required topsoil for the project, or will the contractor have to furnish topsoil?

Answer 11: **Depending on stripped topsoil quantity, the contractor is required to re-spread a minimum of 4” up to a maximum of 8” of topsoil. It is not the intention to require the Contractor to furnish topsoil from off-site sources.**

Question 12: Per the depressional wetland planting schemes on sheets C-71 and C-72 of the plans, the contractor is to “overseed zone 4 with Ernst Conservation seeds ERNMX-307...”. Per the planting schedules on sheets C-69, zone 4 is fescue grass seed. Can you please confirm that it is the intent to overseed zone 3 (depressional wetlands) with this mix and not zone 4?

Answer 12: **The Depressional Wetlands Zone 4 area will not require overseeding with Ernst Conservation seeds. Delete the last line of the table at the top of Sheets C-71 and C-72 that requires this overseeding.**

Question 13: Section L on sheet 35 of 36 of the specifications indicates that the contractor is required to obtain a fire hydrant meter from Town’s Utility Department to be used

for withdrawing water during construction”. Can you please provide the contractors with the costs associated with obtaining this meter?

Answer 13: Information about renting water meters from the Town is included on the Utilities Department page of the Town of Leesburg web site at: <https://www.leesburgva.gov/government/departments/utilities-water-sewer/contractor-builder-services/hydrant-meter-rental>.

Question 14: The detail for the cross vanes indicates that the first half of the pools are to be lined with floor rocks, but the plan views show rock toe revetments extending into that portion of the pools. Is the intent to have both floor rocks and rock toe revetment where the rock toe revetment extends into the first half of the pools, or will one take precedence over the other? If it will be only 1, which takes precedence?

Answer 14: It is the intention to have both floor rocks and rock toe revetment where the rock toe revetment extends in the first half of the pools.

Question 15: Note 10 on sheet C-12 of the plans says that the “existing utility pole to be relocated. Relocation and installation shall be coordinated with utility owner.” Are the contractors responsible for the costs of relocating this utility pole, or are they only responsible for the privately owned light pole relocation per addendum 1?

Answer 15: The Contractor is not responsible for the cost of relocating the pole. Those costs will be borne by the Town of Leesburg. The Contractor is responsible for all costs associated with the relocation of the private light pole.

Question 16: There is no line item for Rock Cascade Channel Stabilizations. Can you please add one to the schedule of prices?

Answer 16: A line item for Rock Cascade Channel Stabilization has been added to the Schedule of Prices.

Question 17: Could the Town please clarify the extent to which a contractor, at the contractor’s expense, would need to protect against damage to the project due to extreme weather events, such as floods? General Condition 10.2.10 describes in general the obligation of the contract to protect work but does not explain the circumstances under which the contractor could be paid for extra work relating to such protective or repair measures. Does this General Condition authorize or require the contractor to go above and beyond the permitted erosion and sediment control measures for the project? (See IFB, electronic file p. 98)

Answer 17: Due to the nature and location of this project, the Town will expect the contractor to protect its work for certain flooding events that can occur on Tuscarora Creek and Town Branch. In the case of floods, the Town will expect the contractor to protect its work for events up to the 2% recurrence (50-year flood as designated on the FEMA maps). Prior to starting construction, the Town will mark the level of the 2% recurrence flood on the Harrison Street Bridge over Tuscarora Creek.

END OF ADDENDUM #2

TOWN OF LEESBURG, VIRGINIA**BID FORM****IFB NO. 06306-FY19-23****TUSCARORA CREEK STREAM RESTORATION AND FLOOD MITIGATION****SUBMIT A SIGNED BID FORM BY MAIL OR IN PERSON****FORMAL BIDS WILL BE DUE NO LATER THAN:****3:30 P.M. ON TUESDAY, January 29, 2019**

The undersigned agrees to furnish all necessary labor, equipment, materials, and all things necessary to perform the work as set forth in accordance with the plans and specifications at the following prices:

SUBMITTED BY:

| | |
|---|------------------|
| Vendor Name: | |
| Address: | |
| City/State/Zip: | |
| Authorized Signature: | |
| Print Name and Title: | |
| Telephone No.: | Fax No.: |
| State Corporation ID#: | |
| VA. Contractor License #: | |
| Tax ID Number (FIN/SSN): | |
| Vendor is a: (Insert name of state): _____ | |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Ltd. Liability Company <input type="checkbox"/> General Partnership <input type="checkbox"/> Unincorporated Assoc. <input type="checkbox"/> Sole Proprietorship | |
| E-mail: | Leesburg BPOL #: |

ADDENDA

Bidder acknowledges receipt of the following ADDENDA, which have been considered in the preparation of this bid.

Addendum No. _____

Dated: _____

Addendum No. _____

Dated: _____

Addendum No. _____

Dated: _____

| <u>Ref.</u> | <u>DESCRIPTION</u> | <u>Unit</u> | <u>Qty.</u> | <u>Lump sum Price</u> |
|-------------|--|-------------|-------------|-----------------------|
| A | Tuscarora Creek Stream Restoration And Flood Mitigation, Complete per plans and specifications | LS | 1 | \$ |

Lump sum amount in words:

SCHEDULE OF PRICES

The contractor shall use the form below to provide unit rates to be used in any change in scope (\pm addition or omission)

| Ref. | DESCRIPTION | Units | Qty. | Unit Price |
|------|--|-------|--------|------------|
| 1 | Remove / Dispose of Pipe (Storm & Sanitary) | LF | 700 | |
| 2 | Remove / Dispose of Structure (Storm & Sanitary) | EA | 5 | |
| 3 | Remove / Dispose of Concrete Curb | LF | 40 | |
| 4 | Demo & Dispose of Pavement (Flexible) up to 10" Thickness | SY | 700 | |
| 5 | Relocate Light Pole, Complete per requirements | EA | 1 | |
| 6 | Tree Protection Complete in Place Incl. Maintenance & Removal | LF | 1,235 | |
| 7 | Super Silt Fence, Complete in Place Incl. Maintenance & Removal | LF | 980 | |
| 8 | Safety Fence Complete in Place Incl. Maintenance & Removal | LF | 5,100 | |
| 9 | Inlet Protection Complete in Place Incl. Maintenance & Removal | EA | 7 | |
| 10 | VDOT EC-1, CL I or CL II, Complete in Place | SY | 385 | |
| 11 | Outlet Protection Complete in Place Incl. Maintenance & Removal | EA | 3 | |
| 12 | Construction Entrance Including Wash Rack ¹ , Complete in Place Incl. Maintenance & Removal | EA | 2 | |
| 13 | Temp. Access Road, Complete incl. Removal and Restoration | SY | 4,200 | |
| 14 | Temp. Vehicle Watercourse Crossing, Complete incl. Removal and Restoration | EA | 3 | |
| 15 | Pump Around, Including sandbags and sump pump | MONTH | 10 | |
| 16 | Air tool investigation / Root Pruning complete as required (Performed by certified arborist) | LF | 1,150 | |
| 17 | Temp. Seeding & Mulching | SY | 14,000 | |

| Ref. | DESCRIPTION | Units | Qty. | Unit Price |
|------|--|-------|--------|------------|
| 18 | Rock Cross Vane, Complete per plans and specifications incl. Geotextile Fabric | LF | 1,700 | |
| 19 | Rock Vane, Complete per plans and specifications incl. Geotextile Fabric | LF | 220 | |
| 20 | Rock Toe Revetment, Complete per plans and specifications incl. Geotextile Fabric | CY | 800 | |
| 21 | Cobble-Gravel Streambed, Complete per plans and specifications | SY | 8,000 | |
| 22 | Rock Cascade Channel Stabilization, Complete per plans and specifications | SY | 4,000 | |
| 23 | Slit Trench Excavation/Backfill, Complete per plans and specifications | LF | 1,775 | |
| 24 | Riffle Structures, Complete per plans and specifications | LF | 610 | |
| 25 | Armored Glide, Complete incl. installation as per plans and specifications incl. Geotextile Fabric | SY | 150 | |
| 26 | Zone 1A - Inner Berm Planting, Complete per plans and specifications per plan | SY | 1,100 | |
| 27 | Zone 1 - Stream Banks Planting, Complete per plans and specifications | SY | 5,150 | |
| 28 | Zone 2 - Floodplain, Complete per plans and specifications | SY | 33,650 | |
| 29 | Zone 2A - Floodplain (seed mix only), Complete per plans and specifications | SY | 4,950 | |
| 30 | Zone 3 - Depressional Wetland, Complete per plans and specifications | SY | 1,300 | |
| 31 | Zone 4 - Fescue Grass Seed, Complete per plans and specifications | SY | 12,650 | |
| 32 | Coir Fiber Matting (Biodegradable), Complete per plans and specifications | SY | 33,000 | |
| 33 | 24" RCP CL IV Pipe, Complete in place including Excavation, Bedding & Backfill | LF | 111 | |
| 34 | 36" RCP CL IV Pipe, Complete in place including Excavation, Bedding & Backfill | LF | 89 | |
| 35 | 42" RCP CL IV Pipe, Complete in place including Excavation, Bedding & Backfill | LF | 169 | |
| 36 | 48" RCP CL IV Pipe, Complete in place including Excavation, Bedding & Backfill | LF | 875 | |
| 37 | 54" RCP CL IV Pipe, Complete in place including Excavation, Bedding & Backfill | LF | 14 | |

| Ref. | DESCRIPTION | Units | Qty. | Unit Price |
|------|--|-------|------|------------|
| 38 | 60"X38" RCP CL IV, Complete in place including Excavation, Bedding & Backfill | LF | 229 | |
| 39 | DI-4B (L=8'), Complete in place including excavation & backfill | EA | 1 | |
| 40 | DI-12 (L=8'), Complete in place including excavation & backfill | EA | 4 | |
| 41 | 42" ES-1, Complete in place including excavation, bedding & backfill | EA | 1 | |
| 42 | 54" ES-1, Complete in place including excavation, bedding & backfill | EA | 1 | |
| 43 | 60" dia. MH 1, Complete in place including excavation, bedding & backfill | VF | 27 | |
| 44 | 72" dia. MH 1, Complete in place including excavation, bedding & backfill | VF | 21 | |
| 45 | 84" dia. MH 1, Complete in place including excavation, bedding & backfill | VF | 7 | |
| 46 | MH Frame & Cover, Complete in place | EA | 13 | |
| 47 | Tie-in to Structure, Complete in place including excavation, bedding & backfill | EA | 1 | |
| 48 | 36" EW-1, Complete in place including excavation, bedding & backfill | EA | 1 | |
| 49 | Junction Box, Complete in place per Plans and Specifications, including excavation, bedding & backfill | EA | 5 | |
| 50 | Armorflex Articulated Matting, Complete in Place per Plans and Specifications | SY | 455 | |
| 51 | Handrail HR-1 Type II, Complete in Place per Plans and Specifications | LF | 72 | |
| 52 | 12" PVC Sanitary Sewer Pipe, Complete installation including excavation, bedding, Polyethylene Encasement and backfill | LF | 15 | |
| 53 | 12" DI Sanitary Sewer Pipe, Complete installation including excavation, bedding Polyethylene Encasement and backfill | LF | 300 | |
| 54 | Sanitary Sewer Standard Concrete Encasement, Complete in Place | LF | 80 | |
| 55 | Sanitary Sewer Manhole, Complete in place including excavation, bedding & backfill | EA | 2 | |
| 56 | Sanitary Sewer Doghouse, Complete in place including excavation, bedding & backfill | EA | 1 | |

| Ref. | DESCRIPTION | Units | Qty. | Unit Price |
|------|---|-------|--------|------------|
| 57 | Sanitary Sewer Manhole Watertight Frame and Cover, Complete in Place | EA | 3 | |
| 58 | Adjust Existing Sanitary MH, Complete installation including excavation and backfill. | EA | 1 | |
| 59 | Concrete Pier, Complete in place per Plans and Specifications, including excavation, and backfill | EA | 1 | |
| 60 | Aggregate Base, VDOT 21-A, Complete in Place incl. fine grading | TN | 250 | |
| 61 | Base Asphalt Mix, BM-25.0A | TN | 130 | |
| 62 | Surface Asphalt Mix, SM-9.5D | TN | 70 | |
| 63 | TS-20 Standard Concrete Driveway Entrance with Curb & Gutter, Complete in place including excavation & backfill | EA | 2 | |
| 64 | Curb - CG2, Complete in place incl. excavation, stone under curb & backfill | LF | 110 | |
| 65 | Traffic Barricade Type III | LF | 60 | |
| 66 | Flood Wall with Facade, complete per plan details and specifications Including Excavation & Backfill | SF | 5,000 | |
| 67 | Retaining Wall with Facade, complete per plan details and specifications Including Excavation & Backfill | SF | 1,200 | |
| 68 | MOD Hand Rail HR-1, Complete per plans and specifications | LF | 105 | |
| 69 | Regular Excavation (including topsoil respreading) | CY | 11,000 | |
| 70 | Unclassified Excavation to haul off-site (including but not limited to Asphalt & Concrete) | CY | 19,000 | |
| 71 | Clay Plug, Complete per plans and specifications | CY | 450 | |
| 72 | Borrow Excavation (Clay Fill) | CY | 2,200 | |

ESCROW OF RETAINED FUNDS

In accordance with Section 2.2-4334 of the Virginia Public Procurement Act (VPPA), any Contract valued at \$200,000 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations where portions of the Contract price are to be retained, at the time of submitting a bid, the CONTRACTOR shall have the option to indicate preference for using the escrow account procedure for utilization of the Town retained funds by so indicating in the space provided in the proposal documents. In the event the successful Contract elects to use the escrow account procedure, the "Escrow Agreement" included in the Contract documents shall be executed and submitted to the Manager, Office of Capital Projects within 15 days after receipt of the Notice to Award. If the "Escrow Agreement" form is not submitted, the CONTRACTOR shall forfeit his rights to the use of the escrow account procedure within the 15-day period.

In order to have retained funds paid to an escrow agent, the CONTRACTOR, the escrow agent, and the surety shall execute the "Escrow Agreement" furnished by the TOWN, and submit same to the Office of Capital Projects for approval. The CONTRACTOR's escrow agent shall be a trust company, approved bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The "Escrow Agreement" shall contain the complete address of the escrow agent and surety, and the executed "Escrow Agreement" will be authority for the TOWN to make payment of retained funds to the escrow agent. After approving the agreement, the TOWN will pay to the escrow agent the funds retained as provided herein, except that funds retained for lack of progress or other deficiencies on the part of the CONTRACTOR will not be paid to the escrow agent. The escrow agent may, in accordance with the stipulations contained in the "Escrow Agreement", invest the funds paid into the escrow account and pay earnings on such investments to the CONTRACTOR, or release the funds to the CONTRACTOR, provided such funds are fully secured by approved securities.

Retained funds invested, and securities held as collateral for retainage may be released only as and when directed by the Manager, Office of Capital Projects. When the final estimate is released for payment, the Manager, Office of Capital Projects will direct the escrow agent to settle the escrow amount by paying the CONTRACTOR or the TOWN monies due them as determined by the Manager, Office of Capital Projects. The TOWN reserves the right to recall retained funds and to release same to the surety upon receipt of written request from the CONTRACTOR or in the event of default.

- () We elect to use the escrow account procedure for the deposit of retained funds.

- () We elect not to use the escrow account procedure for the deposit of retained funds.

END OF SECTION