Addendum #2

Date: March 10, 2026

To: All Project Bidders and Holders of Project

Subject: Addendum #2
H&P Project # 20230622
Martin Drive Regional WWPS – Contract C
Campbell County, VA

All contractors, subcontractors, suppliers, and vendors submitting Proposals on or related to this project shall incorporate in their proposals all items as described herein, and further, shall acknowledge on the Bid Proposal Form, the receipt of this Addendum.

Item One: Clearing / Long-Earred Bats

1. The long-earred bats are not an issue within this project area. However, the tri-colored bats are a "proposed species of concern" and is not officially on the list. If this species is officially listed during the tree harvesting time frame, harvesting will stop immediately.

Item Two: Bid Date

2. The bid due date will remain the same, March 12, 2026.

Item Three: Contractor's Qualification Statement

3. Bidder shall submit the Contractor's Qualifications Statement with the bid.

Item Four: Creek Crossing Methods

4. There are no specific creek crossing methods listed on any permits, this is a contractor's means and methods and shall be done in accordance with the Virginia E&S Handbook.

Item Five: Stream Crossing Quantity – Bid Form

5. The stream crossing quantity has been adjusted to account for the lateral crossings and is shown on the new bid form attached to this addendum.

End of Addendum 2

COMMONWEALTH OF VIRGINIA
MICHAEL D. WILSON
Lic. No. 044203
3/10/26
PROFESSIONAL ENGINEER

SECTION A

ADMINISTRATIVE CONTRACT DOCUMENTS

SECTION A-1

INVITATION TO BID

Re: Martin Drive Regional WWPS
Campbell County Utilities and Service Authority (Owner)

1. The Campbell County Utilities and Service Authority will receive sealed bids for the furnishing of all labor, materials and equipment, and the performing of all work for the above referenced project. Contract C is work related to the installation of approximately 5,695 lf of gravity sewer, and other appurtenances. Project starts at manhole A8 and continues to manhole A27 & J4, however, manhole J4 cannot be installed until the Martin Drive WWPS is in operation. The project includes associated erosion and sediment control measures necessary to construct the project.

   All Bids shall be submitted as hard copies to the CCUSA office. Bids will be received until 2:00 p.m. on March 12, 2026 at the Office of the Authority, 20644 Timberlake Road, Lynchburg, Virginia, 24502. In addition, sealed bids can be received electronically through eVA but a hard copy of the bid must be submitted as well. Bids should be submitted as a **PDF** electronically through eVA's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals digitally and securely. Proposals must be submitted electronically at: https://eva.virginia.gov/. Attachments must be smaller than 10MB in order to be received by eVA. If Working papers are submitted, they should be a separate PDF and labeled clearly. Bids will be publicly opened and read aloud at the flowing times:

   -Contract C: 2:00 pm Thursday, March 12, 2026

   Bids are to be submitted, single copy, on the bid form, in a sealed envelope clearly marked "Bid on Project Martin Drive Regional WWPS"

2. Title 54.1, Chapter 11, Section 54.1-1112, Code of Virginia requires bidders to show evidence of a certificate of registration before a bid may be received and considered. In compliance with this requirement, the bidder shall place on the outside of the envelope containing its bid the following notation: "Registered Virginia Contractor No. _____," the bidder's name, and business address.

3. Bids must be accompanied by a Cashier's Check or acceptable Bid Bond for not less than 5 percent of the bid, made payable to the Campbell County Utilities and Service Authority.

4. Contract Documents may be obtained from the office of Hurt & Proffitt, Inc., 2524 Langhorne Road, Lynchburg, VA 24501 (telephone 434-847-7796) upon non-refundable payment of $200.00 per set by check or money order. A complete set of documents for the Project may be downloaded free of charge from http://www.handp.com/. Include complete street mailing address with zip code, telephone and fax number with area code, and contractor's license number, if applicable. No partial sets will be distributed. The contact person for the project with Hurt & Proffitt is Mike Wilson, PE. Documents may be viewed at the following locations:

   1) Campbell County Utilities and Service Authority Office located at 20644 Timberlake Road, Lynchburg, Virginia, 24502
   2) Hurt & Proffitt, Inc., Inc., 2524 Langhorne Rd., Lynchburg, VA, 24501.
   3) McGraw-Hill Construction/Dodge, 18 Almond Circle, Blue Ridge, VA 24064.
   4) Valley Construction News, 356 West Campbell Ave., Roanoke, VA, 24016

5. Should a bidder find it necessary to receive clarifications concerning the Contract Documents, or should the bidder be in doubt as to the meaning thereof, the bidder should at once notify the Engineer. Any interpretation of the Contract Documents shall be made only by addenda. Addenda will be delivered to bidders prior to bid opening. The Owner will not be responsible for any other explanation of the Contract Documents.

6. All blank spaces on the bid form must be filled in, in ink or typewritten, and must be fully completed.

   For unit price contracts, the product of each unit price and the bid quantity shall govern in evaluating bids received. The summary of all total item prices is included in the schedule of prices for the purpose of convenience only in announcing an apparent low bidder at the time of opening and has no meaning otherwise. All bids are subject to review and checking for completeness and accuracy by the Owner or its agents.

7. Bid award shall be made to the lowest responsive and responsible bidder. Whenever such low bid exceeds available funds, the Owner reserves the right to negotiate with the lowest responsive and responsible bidder in order to obtain a contract price within funds available. Negotiations with the lowest bidder may include modifications to the bid price and changes in the scope of work as outlined by the technical specifications and the Drawings.

8. The Owner reserves the right to reject any and all bids and to waive any informality so designated by the Code of Virginia in bids received.

9. The Owner will act on bona fide bids within 60 days after the opening of all bids and a bidder may not withdraw his bid within this period except as indicated below. However, in the event of unintentional arithmetic or similar mistake made directly in the compilation of the bid, the bidder may withdraw its bid in accordance with Title 2.2, Chapter 43, Section 2.2-4330(A) of the Code of Virginia. By the giving of this written notice for the causes cited, the bidder may withdraw its bid within 2 business days after the conclusion of the bid opening procedure.

10. The bidders business practices shall conform to Title 2.2, Chapter 43, Section 2.2-4311, prohibition of employment discrimination and Section 2.2-4312, provision of a drug free work place, as described by the Code of Virginia and further detailed in the Standard Form of Agreement.

11. A **mandatory** Pre Bid conference will be held at the Office of the Authority at 11:00 am on March 5, 2026.

12. This project is being funded with Federal and State money made available through the American Rescue Plan Act. Bidder must comply with the following: the President's Executive Order #11246 prohibiting discrimination in employment regarding race, color, creed, sex, or national origin; the President's Executive Orders #12138 and 11625 regarding utilization of MBE/WBE firms; and the Civil Rights Act of 1964. MBE/WBE firms are encouraged to submit bids. Bidders must provide certification that they do not or will not maintain or provide for their employees facilities that are segregated based on race, color, creed, or national origin. Bidders must comply with the President's Executive Order 13658 regarding minimum wages on federal funded construction contracts.

Campbell County Utilities and Service Authority

BY: Timothy R. Wagner, P.E, Engineering Director

SECTION A-2

INSTRUCTIONS TO BIDDERS

1. It is the declared and acknowledged intent of these standards to provide and secure the construction of the project identified in Invitation to Bid in Campbell County, Virginia, complete, tested, and ready for service. The work includes furnishing all labor, materials and equipment, and performing all work necessary to complete the project as described in the Contract Documents and as shown on the Drawings.

2. Bidders are urged to visit the site of the proposed work and satisfy themselves as to the surface and subsurface conditions in and adjacent to the site, the availability of water, electricity, telephone, sanitary facilities, access roads, storage sites, and related factors.

3. The Owner will act upon bids as indicated in the Invitation to Bid. The acceptance of a proposal shall bind the successful bidder to execute the Agreement when presented to it. All terms and conditions of the Agreement shall be effective upon acknowledgment by the Contractor of receipt of the notice of award.

4. Any Contractor whose proposal shall be accepted will be required to execute the Agreement within 10 business days after Notice of Award. Failure or neglect to do so shall constitute a breach of the Agreement effected by the acceptance of the proposal. The damages to the Owner for such breach will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. Therefore, the amount of the Bid Bond or Cashier's Check accompanying the proposal shall become the property of the Owner.

   The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. If requested, the bidder shall furnish, within 5 days of the Owner's request, any information pertinent to the determination of its experience and financial capability to perform this work. Should this evidence not satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Agreement and the work contemplated therein, the bid may be rejected.

5. Bidders must be responsible parties, regularly and practically engaged in the installation of the class of work, and known to possess ample facilities for doing this work.

   Title 59.1, Chapter 5, Code of Virginia, requires Contractors operating as a partnership or under an assumed or fictitious name to file a Certificate of Ownership with the State Corporation Commission and to appoint an attorney for service of process.

6. The Contractor shall furnish bonds executed by an acceptable Surety Company duly authorized to do business in the Commonwealth of Virginia or a Letter of Credit by a bank duly licensed to do business in the Commonwealth of Virginia, in an amount at least equal to 100 percent of the contract price, as security both for faithful performance and for payment of all persons performing labor and furnishing materials in connection with this contract.

7. The Contractor shall furnish evidence of insurance coverage as detailed in the Supplementary Conditions.

8. The Contractor shall commence the work within 10 business days of the Notice to Proceed.

9. The Contractor shall employ an individual certified by the Department of Environmental Quality as the Responsible Land Disturber. This person shall be responsible for the proper functioning of the erosion control devices throughout the project.

10. The entire Virginia Work Area Protection Manual of the Virginia Department of Transportation (VDOT), latest edition, and requirements of the VDOT Land Use Permit obtained by the Owner shall be included as part of this Information to Bidders as if attached hereto. Signs, traffic control devices, and other details outlined therein shall be specifically followed when working within or adjacent to the VDOT's right-of-way. Should traffic control signal persons be employed on the work, the Contractor shall assure these persons are properly certified signal persons with their certificates available for inspection at the site.

11. In accordance with Title 2.2, Chapter 43, Section 2.2-4334**,** of the Code of Virginia, for certain construction contracts valued in excess of $200,000, for construction of roads, pump stations and water, gas and sewage mains (but not water and or waste treatment plants), the Contractor may have the option to utilize the escrow account procedure for investment of partial payment retainage amounts. Should the Contractor elect this option, the Escrow Agreement form shall be executed and returned to the Owner within 15 calendar days of the Notice of Award. If the form is not furnished within the 15-day period, the Contractor shall forfeit its right to use the escrow account procedure. The Escrow Agreement form contained on the following pages shall be included as part of this information for bidders.

12. During the performance of this contract, the Contractor agrees as follows:

    A. The Contractor will not discriminate against any employee or application for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

    B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

    C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

    D. The Contractor will include the provisions of the foregoing Paragraphs A, B, and C in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

13. **This project is being funded with Federal and State money made available through the American Rescue Plan Act. Bidder must comply with the following: the President's Executive Order #11246 prohibiting discrimination in employment regarding race, color, creed, sex, or national origin; the President's Executive Orders #12138 and 11625 regarding utilization of MBE/WBE firms; and the Civil Rights Act of 1964. MBE/WBE firms are encouraged to submit bids. Bidders must provide certification that they do not or will not maintain or provide for their employees facilities that are segregated based on race, color, creed, or national origin. Bidders must comply with the President's Executive Order 13658 regarding minimum wages on federal funded construction contracts.**

SECTION A-3

BID FORM

Campbell County Utilities and Service Authority (Owner)
20644 Timberlake Road
Lynchburg, Virginia 24502
Attn: Authority Administrator

Gentlemen:

The undersigned, having visited and examined the site and having carefully studied the Contract Documents for Martin Drive Regional WWPS hereby proposes to furnish all labor, equipment, materials, and services and to perform all operations necessary to execute and complete the work required for the project, in strict accordance with the Contract Documents prepared by the Engineer, dated March 5, 2025 together with addenda numbered _____, issued during bidding period and hereby acknowledged, subject to the terms and conditions of the Agreement for the sum of

Contract C Base Bid, Lump Sum of

_____ Dollars ($_____).

The Base Bid and any Add Alternates are founded upon furnishing equipment and materials of specified manufacturers.

It is understood and agreed that the Owner, in protecting his best interest, reserves the right to reject any or all bids, or accept any bid at the Base Bid price, whereupon the Contractor shall furnish equipment and materials as specified.

The Base Bid and any add alternates of the Base Bid plus additive alternate price shall include the quantities on the attached Bid Schedule. The bidder declares that he understands that the quantities shown in the Bid Schedule are approximate only; and are subject to either increase or decrease based on the work shown on the Drawings and for changes in the work as directed by the Owner and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit price set out herein, and should the quantities be decreased, he also understands that payment will be made on the actual quantities installed at the unit prices, and will make no claim for the anticipated profits for any decrease in the quantities. Actual quantities will be determined upon completion of the work. Lump sum bid items will not be adjusted.

We are properly equipped to execute work of the character and extent indicated by the Contract Documents and so covered by this bid and will enter into Agreement for the execution and completion of the work in accordance with the Drawings, project manual, and this bid; and we further agree that if awarded the contract, we will commence the work on the date stated in "Notice to Proceed" and the work be substantially complete within 330 calendar days.

The Owner and Contractor recognize that time is of the essence with this Agreement and that the Owner will suffer financial loss if the work is not completed within the number of calendar days listed above for all work associated with the Martin Drive Regional WWPS. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay the Owner ($500.00) for each day that expires after the time specified for substantial completion of the project.

Bid Schedule:

Contract C Schedule of Values:

Sanitary Sewer					
Item #	**Description**	**Quantity**	**Unit**	**Unit Price**	**Total**
1	Sanitary Manhole - 6" Extended Base	29	EA		
2	Manhole Frame & Cover - Watertight	29	EA		
3	Manhole Vent	5	EA		
4	8” Gravity Sewer Line - Protecto 401 lined DIP	230	LF		
5	8” Gravity Sewer Line - SDR 35 PVC	5,020	LF		
6	10” Gravity Sewer Line - SDR 11 (Directional)	464	LF		
7	Stream Crossing	8	EA		
8	Service Lateral Main Connection	24	EA		
9	4" PVC Double Cleanout Assembly	18	EA		
10	6" PVC Double Cleanout Assembly	6	EA		
Other					
11	Abandon Existing Pump Station	1	LS		
12	Rock Excavation	50	CY		
13	Tree Removal	1	LS		
14	E&S Control Measures	1	LS		
15	Seeding & Fine Grading	1	LS		
16	Traffic Control	1	LS		
17	Construction Stakeout	1	LS		
18	Mobilization/Demobilization (Max 5% of Bid)	1	LS		

Enclosed herewith is the following security, offered as evidence that the undersigned will enter into Agreement for the execution and completion of the work in accordance with the Contract Documents:

Cashier’s Check for the Sum of _____

Name of Bank _____

Bidder's Bond in Amount of _____

Bond Issued by _____

The undersigned further agrees that in case of failure on his part to execute the said Agreement within the 10 days after written notice being given on the award of the contract, the monies payable by the securities accompanying this bid shall be paid to the Owner as liquidated damages for such failure; otherwise, the securities accompanying this bid shall be returned to the undersigned.

This bid is subject to acceptance within a period of 60 days from this date.

Respectfully Submitted,

_____
Contractor

By _____

_____

_____
Address

_____
Telephone Number

Date _____

Contractor's Current Virginia
License Number _____ Code _____

If determined to be the successful low bidder(s), the above-signed elects to use the escrow account procedure, a copy of which is attached to this bid proposal package.

_____
Write "Yes" or "No" on
Above Line.

In the event the successful bidder elects to use the escrow account procedure, the "Escrow Agreement" form shall be executed and submitted to the Owner within 15 days after notification. If the "Escrow Agreement" form is not submitted within the fifteen-day period, the Contractor shall forfeit his rights to the use of the escrow account procedure.

EQUAL OPPORTUNITY REPORT STATEMENT

The bidder shall complete the following statement by checking the appropriate blank as follows.

The bidder has _____ has not _____ participated in a previous contract subject to the non-discrimination clause prescribed by Executive Order 10925, dated March 6, 1961, or Executive Order 11114 dated June 22, 1963, and Executive Order 11246 dated September 24, 1965.

In conjunction with the goals established for this project for minority and women business enterprises, the bidder has solicited quotations for labor, material, and/or services from the following:

Name of Firm	Person(s) Contacted	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Of those listed above, we intend, at this time, to utilize the following in the completion of the work required by this contract:

_____

_____

_____

"This firm assures that it will give its best efforts to utilize disadvantaged business enterprises wherever possible."

Certified by: _____ (Signature)

_____ (Typed/Printed Name & Title)

Bidder's Name: _____

IRS Number: _____

ANTI-COLLUSION STATEMENT

In the preparation and submission of this proposal on behalf of, we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USC Sections 1 et seq; the Virginia Antitrust Act, Virginia Code Sections 59.1-9.1 through 59.19.18, and the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-68.6 through 59.1-68.8.

The undersigned Contractor hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and that no person acting for, or employed by, the Campbell County Utilities and Service Authority has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Certified by:_____(Corporate Seal)

Acknowledged before me this _____ day of _____,_____

_____
Notary Public

SECTION A-4

ESCROW AGREEMENT

This Escrow Agreement, made and entered into this _____ day of _____, 20____, by between and among the Campbell County Utilities and Service Authority, the Contractor,_____, the Bank, trust company or savings institution named herein _____ with its principal office located in the Commonwealth of Virginia, at _____, and the Surety, _____, with its home office located at _____ provides that:

ARTICLE I. The Owner and the Contractor have entered into a contract Agreement for construction of a project entitled _____ _____.

This Escrow Agreement is pursuant to, but in no way amends or modifies, the contract Agreement. Payments made hereunder or the release of funds from escrow shall not be deemed approval of or acceptance of the performance of the Contractor.

ARTICLE II. In order to assure full and satisfactory performance by the Contractor of its obligations under the contract Agreement, the Owner is required thereby to retain certain amounts otherwise due the Contractor. The Contractor has, with the approval of the Owner, elected to have these retained amounts held in escrow by the Bank. This Escrow Agreement sets forth the terms of such escrow. The Bank shall not be deemed a party to, bound by or required to inquire into the terms of, the contract Agreement or any other instrument or Agreement between the Owner and the Contractor.

ARTICLE III. The Owner shall from time-to-time pursuant to its contract Agreement pay to the Bank amounts retained by it under the contract Agreement. Except as to amount actually withdrawn from escrow by the Owner for just cause, the Contractor shall look solely to the Bank for the payment of funds retained under the contract Agreement and paid by the Owner to the Bank.

The risk of loss by diminution of the principal of any fund invested under the terms of this Escrow Agreement shall be solely upon the Contractor.

Funds and securities held by the Bank pursuant to this Escrow Agreement shall not be subject to levy, garnishment, attachment, lien, or other process whatsoever. Contractor agrees not to assign, pledge, discount, sell or otherwise transfer or dispose of his interest in the escrow account or any part thereof, except to the Surety.

ARTICLE IV. Upon receipt of checks or warrants drawn by the Owner and made payable to it as escrow agent, the Bank shall promptly notify the Contractor, negotiate the same and deposit or invest and reinvest the proceeds in approved securities in accordance with the written instructions of the Contractor. In no event shall the Bank invest the escrowed fund in any security not approved.

ARTICLE V. The following securities, and no other, are approved securities for all purposes for this Escrow Agreement.

1. United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates of Indebtedness or United States Treasury Bills.

2. Bonds, notes, and other evidences of indebtedness unconditionally guaranteed as the payment of principal and interest by the United States.

3. Bonds or notes of the Commonwealth of Virginia.

4. Bonds of any political subdivisions of the Commonwealth of Virginia, if such bonds carried, at the time of purchase by the Bank or deposit by the Contractor, a Standard and Poor's or Moody's Investors Service rating of at least "A".

5. Certificates of deposit issued by commercial Banks located within the Commonwealth, including, but not limited to, those insured by the Bank and its affiliates.

6. Any bonds, notes or other evidences of indebtedness listed in 1. through 3. Herein may be purchased pursuant to a repurchase Agreement with a Bank, within or without the Commonwealth of Virginia having a combined capital, surplus, and undivided profit of not less than $25,000,000.00, provided the obligation of the Bank to repurchase is within the time limitations established for investment as set forth herein. The repurchase Agreement shall be considered a purchase of such securities even if Title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the Bank is collaterized by the securities themselves, and the securities have on the date of the repurchase Agreement a fair market value equal to at least 100 percent of the amount of the repurchase obligation of the Bank, and the securities are held by a third party, and segregated from other securities owned by the Bank.

No security is approved hereunder which matures more than 5 years after the date of its purchase by the Bank or deposit by the Contractor.

ARTICLE VI. Upon receipt of a direction signed by the Owner, the Bank shall pay the principal of the fund, or any specified amount thereof, to the Owner in the event that Contractor has not progressed the work in accordance with the contract Agreement. Such payment shall be made in cash as soon as is practical after receipt of the direction.

Upon receipt of a direction signed by the Owner, the Bank shall pay and deliver the principal of the fund, or any specified amount thereof, to the Contractor, in cash or in kind, as may be specified by the Contractor. Such payment and delivery shall be made as soon as is practical after receipt of the direction.

ARTICLE VII. For its services hereunder the Bank shall be entitled to a reasonable fee in accordance with its published schedule of fees or as may be agreed upon by the Bank and the Contractor. Such fee and any other cost of administration of this Escrow Agreement shall be paid from the income earned upon the escrowed fund and, if such income is not sufficient to pay the same, by the Contractor.

ARTICLE VIII. The net income earned and received upon the principal of the escrowed fund shall be paid over to the Contractor in quarterly installments. Until so paid or applied to pay the Bank's fee or any other costs of administration, such income shall be deemed a part of the principal of the fund.

ARTICLE IX. The Surety undertakes no obligation hereby but joins in this Escrow Agreement for the sole purpose of acknowledging that its obligations as Surety for the Contractor's performance of the contract are not affected hereby.

Witness the following signatures, all as of the day and year first above written.

Owner Campbell County Utilities and Service Authority

By_____

Title_____

Contractor_____

By_____

Title_____

Attest:

_____
Bank Officer

Bank_____

By_____

Title_____

Attest:

_____
Surety Company

By_____
Resident Virginia Agent

Surety_____

By_____

Title_____

_____
Address

SECTION A-5

SUPPLEMENTARY CONDITIONS

1.01 Supplements.

1. These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC Document C-700, 2013 Edition, and other provisions of the Contract Documents to the extent indicated. All provisions, which are not so amended or supplemented, remain in full force and effect.

2.01 Definitions.

1. The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. C-700, 2013 Edition) have the meanings assigned to them in the General Conditions.

3.01 Copies of Documents. Modify Article 2.02 as follows: For construction purposes the Contractor will be issued, free of charge, the following Documents:

Project manuals - 3 sets

Original size Drawings – 3 sets of prints

If the Contractor requires additional sets of documents during the construction period (above the number specified above), he may obtain them at the cost of reproduction.

4.01 Bonds.

1. Add the following to Article 6, Paragraph 6.01.

6.01.G The Contractor shall secure and provide all bonds called for in the General Conditions and Instructions to Bidders. All bonds shall be written by Sureties or Insurance Companies licensed to do business in the Commonwealth of Virginia.

5.01 Insurance.

1. The Contractor shall purchase and maintain the insurance, required by Article 6 of the General Conditions, in at least the following amounts:

2. Contractor's Commercial General Liability (bodily injury and property damage) shall be provided for the following limits:

(1)	Bodily Injury Liability	1,000,000 dollars each occurrence 2,000,000 dollars annual aggregate
(2)	Property Damage Liability	1,000,000 dollars each occurrence 2,000,000 dollars annual aggregate

(3) The General Liability Insurance shall include the following coverages:

a. Comprehensive form

b. Premises - operations

c. Explosion and collapse hazard

d. Underground hazards

e. Products/completed operations hazard

f. Contractual liability insurance

g. Broad form property damage, including completed operations

h. Independent Contractors (Contractor's protective liability)

i. Personal injury (all insuring Agreements), deleting the employee exclusion.

j. Owner's protective liability, separate policy in name of Owner.

k. Additional Insured: Campbell County Utilities and Service Authority and the Engineer

3. Contractor's Automobile Liability (bodily injury and property damage) shall be provided for the following limits:

(1)	Bodily Injury Liability	1,000,000 dollars each person 2,000,000 dollars each occurrence
(2)	Property Damage Liability	1,000,000 dollars each occurrence

(3) The Automobile Liability Insurance shall include the following coverages:

a. Comprehensive Form

b. Owned Autos

c. Hired Autos

d. Nonowned Autos

4. Excess Liability (Umbrella) Coverage shall be provided by the Contractor with a minimum limit of 5,000,000 dollars aggregate.

5. Contractor's Worker's Compensation insurance as required by federal, state, and municipal laws for the protection of all Contractors' employees working on or in connection with the Project, including Broad Form All States and Voluntary Compensation Coverages and Employers' Liability Coverage.

6. The Contractor shall purchase Special Form Completed Value Builder's Risk Insurance as required by the General Conditions, Article 5.06. The Builder's Risk Insurance shall be for the benefit of the Owner, the Contractor, the Engineer, and the Subcontractors, as their interest may appear.

7. The Contractor shall require his insurance agent to certify on the Insurance Certificate that the insurance coverage specified by these Supplementary Conditions is fully in effect, both in scope and amount. If insurance coverage is affected with more than one company, the individual Certificates shall identify the items of insurance which the individual companies cover. The Insurance Certificate shall contain a provision that coverages afforded under the policies will not be canceled or materially changed unless at least 30 days prior written notice has been given to the Owner and the Engineer.

8. All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia.

9. All Certificates of Insurance, except Worker's Compensation, shall name the Campbell County Utilities and Service Authority and the Engineer and the officers and employees of both as Additional Insured.

6.01 Contractor's Responsibilities.

1. Services, Materials and Equipment. Add the following to Paragraph 7.03:

"All material incorporated in the work of this Contract shall be free of asbestos and other hazardous materials."

2. Laws and Regulations. Add the following to Subparagraph 7.10.A:

(1) Contractor shall be licensed in the Commonwealth of Virginia in accordance with Title 54.1, Chapter 11, Section 54.1-1112, Code of Virginia, as amended.

3. Permits. The Contractor shall obtain and pay for all permits for this project required by Campbell County and the Virginia Department of Environmental Quality. The Owner will obtain and pay for, unless indicated elsewhere, the VDOT Land Use Permit, Railroad Permits, Army Corps of Engineer Permits, Virginia Marine Resources Commission Permit, and Virginia Department of Health Permit, as required for this Project.

4. OSHA Requirements. The Contractor shall be responsible for all safety at the job site and shall comply with OSHA regulations for all work associated with this project.

7.01 Project Representation.

1. Add the following to Article 10, Paragraph 10.03:

10.03 B. The Owner will furnish a Resident Project Representative (RPR), assistants, and other field staff to observe performance of the work of the Contractor. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the Owner shall endeavor to provide further protection against defects and deficiencies in the work; but, the furnishing of such services will not make the Owner responsible for or give the Owner control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents. The duties and responsibilities of the RPR are limited to those in the Agreement with the Owner and in the Construction Contract Documents, and are further limited and described as follows:

General: RPR is the Owner's agent at the site, will act as directed by and under the supervision of the Owner and the Engineer, and will confer with the Owner and the Engineer. RPR's dealings in matters pertaining to the on-site work shall in general be with the Owner, the Engineer, and Contractor keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.

8.01 Add the following as Article 11.05.C:

11.05.C Time extensions for abnormal weather:

(1) This provision specifies the procedure for the determination of time extensions for abnormal weather in accordance with the Contract General Condition 12.03.

This listing below defines the monthly-anticipated working days of adverse weather for each month and is based upon NOAA climatological data for Campbell County, Virginia.

Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sep	Oct	Nov	Dec
8	7	8	7	8	7	8	7	6	6	6	7

(2) The anticipated days provided above will constitute the baseline for monthly weather time evaluations. Throughout the contract, actual weather working days are to be recorded and compared to the monthly-anticipated working days.

(3) Once the number of actual adverse weather working days exceeds the anticipated working days, any subsequent days may be used as a basis to determine whether a Contractor is entitled to a time extension. The adverse weather must have prevented work for 50 percent or more of the Contractor's workday and delayed work critical to the timely completion of the Project.

(4) The Contractor's schedule must indicate the critical (path) work and must reflect the above anticipated adverse weather days on all weather dependent activities.

(5) At the end of each quarter of the calendar year, the anticipated days scheduled will be balanced with the actual adverse weather days.

9.01 Replace Paragraph 15.01.D with the following:

15.01.D "The Owner will make partial payments to the Contractor within 30 days of billing by check via first class mail through the U. S. Postal Service for a duly certified and approved estimate of work performed during the preceding calendar month (subject to the provisions of Paragraph 14.02.D) and the Agreement. The Contractor shall take one of the two following actions within 7 days after receipt of payment from the Owner with regards to work performed by a subcontractor and/or supplier under their contract:

1. Pay the subcontractor and/or supplier for the proportionate share of the total payment received from the Owner attributable to the work performed by the subcontractor and/or supplier under that Contract; or

2. Notify the Owner and subcontractor and/or supplier, in writing, of his intention to withhold all or part of the subcontractor's and/or supplier's payment with the reason for nonpayment.

The Contractor will pay interest to the subcontractor and/or supplier on all amounts owed by the Contractor that remain unpaid after 7 days following receipt by the Contractor of payment from the Owner for work performed by the subcontractor and/or supplier under this contract, except for amounts withheld as allowed above. Interest shall accrue at the rate of 1 percent per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor and/or supplier to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor and/or supplier. A Contractor's obligation to pay an interest charge to a subcontractor and/or supplier pursuant to the payment clause in this section may not be construed to be an obligation of the Owner's. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10.01 Delete Article 17 Dispute Resolution and replace with the following:

This Agreement and all questions arising herewith shall be governed by and construed in accordance with the Laws of the Commonwealth of Virginia. The parties agree that the sole and exclusive jurisdiction for all disputes arising under this agreement shall be in the state and federal courts closest to Campbell County, Virginia.

End of Supplementary Conditions