
March 26, 2024

Addendum No. 1
BL037-24
Hopkins Mill Subdivision Water Main Replacement

The following addition/changes modify the Bid No. BL037-24 "Hopkins Mill Subdivision Water Main Replacement" Contract Documents, dated March 2024, as first advertised on March 20, 2024.

I. Modifications:

Make the following changes throughout the Front-End Documents specifications changes below:

M1. Please replace any reference to pre-qualification requirements to the following.

Firms shall be pre-qualified under Installation, Replacement and/or Relocation of Pressurized Water Mains and Appurtenances Sub-Section 1 – Small 8" to less than 16".

M2. Replace the Supplementary Conditions with the attached **REVISED** Supplementary Conditions, Attachment A1.

II. Questions:

Q1. What is the engineers estimate for this project?

A1. There is approved funding for this project. Gwinnett County expects each contractor to bid a competitive price. Award will be made to the lowest responsive and responsible bidder.

Q2. Are there any portions of the project that will need to be Bored?

A2. Installation of water main shall be open cut.

Q3. Are the crossings to be Jack & Bored or Directionally Bored?

A3. See answer to question Q2.

Q4. What are the approximate lengths and diameters of the portions to be bored?

A4. See answer to question Q2.

III. Attachments:

A1. Revised Supplementary Conditions

Acknowledge receipt of this addendum on the firm information page of the request for proposal.
Sincerely,

Brittany Bryant, CPPB
Purchasing Associate III

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition, with Gwinnett County DWR Modifications 06-01-16). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

The provisions in this Section of the Specifications shall govern in the event of any conflict between this Section and the General Conditions.

SC-1.01 *Definitions*

SC-1.01.A.16.1 Delete Paragraph 1.01.A.16.1 in its entirety.

SC-1.01.A.29 Add the following sentence to end of paragraph:

Owner designates the Director of the Gwinnett County Department of Water Resources to exercise all Owner authority identified in these contract Documents, except that of approval and execution of change orders.

SC-2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner will furnish to Contractor up to four printed or hard copies of the Contract Documents, one counterpart of the executed Contract Agreement, and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.

SC-4.02 *Subsurface and Physical Conditions*

SC-4.02 Add the following new paragraphs immediately after Paragraph 4.02.B:

- C. The following reports of explorations and tests of subsurface conditions at or contiguous to the Site have been used by the Engineer in preparing the Contract Documents:
 - 1. Report dated October 31, 2022, prepared by S&ME, Inc., Duluth, GA, entitled: "Report of Subsurface Utility Engineering Services Lenna Drive 2-inch PVC Water Main Replacement". The "technical data" contained in such report upon which Contractor may rely is for information purposes only.
- D. The following drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) have been used by the Engineer in preparing the Contract Documents:

1. GCDWR GIS Mapping for Lenna Drive.
 2. Test Holes 1-6 contained within the aforementioned report.
- E. The reports and drawings identified above are not part of the Contract Documents, but the “technical data” contained therein upon which Contractor may rely, as expressly identified and established above, are incorporated in the Contract Documents by reference. Contractor is not entitled to rely upon any other information and data known to or identified by Owner or Engineer.
- F. Copies of reports and drawings identified in SC-4.02.C and SC-4.02.D that are not included with the Bidding Documents may be examined at Gwinnett County Department of Water Resources, 684 Winder Highway, Lawrenceville, GA 30045 during regular business hours.

SC-4.06 *Hazardous Environmental Conditions*

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

SC-5.04 *Contractor’s Liability Insurance*

SC-5.04. Delete Paragraph 5.04.C in its entirety and insert the following:

- C. The limits of liability for the insurance required by paragraph 5.04.B.2 of the General Conditions shall provide coverage specified in the Owner’s Insurance Requirements, included in these Contract Documents, or greater where required by Laws and Regulations.

SC-5.06 *Property Insurance*

SC-5.06 Delete Paragraph 5.06.A in its entirety and insert the following in its place:

- A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall be provided as required by the

SC-6.02 *Labor; Working Hours*

SC-6.02 Add the following subparagraph 6.02.D.1:

1. The following hourly rates or most current rates will apply for the overtime work on behalf of the Owner:

Labor Grade	2023	2024

Inspector I	\$70.27	\$72.03
Inspector II	\$93.39	\$95.72
Inspector III	\$110.45	\$113.21
Senior Construction Engineer	\$167.16	\$171.34
Principal Construction Engineer	\$183.59	\$188.18
Supervising Construction Engineer	\$202.43	\$207.49

SC-6.08 *Permits*

SC-6.08 Add the following subparagraphs 6.08.B.1:

1. The Owner will provide the following Permits:
 - a. Commercial Development Permit (CDP) issued by Gwinnett County Department of Planning and Development (Permit No. EPN 2023-00946)

SC-6.13 *Safety and Protection*

SC-6.13.H following Paragraph 6.13.G, add the following:

- H. Contractor’s Plan for Safety Precautions and Programs
 1. Before any Work at the site is started, Contractor shall have prepared Contractor’s written plan for Project-specific safety precautions and programs, complete with respect to procedures and actions that the Contractor intends Contractor and all others as provided in Paragraphs 6.13.A.1 and 13.02.A, to follow in order for Contractor and all others to comply with all applicable Laws and Regulations. Contractor’s plan for safety precautions and programs shall have been approved and endorsed by Contractor’s designated safety representative required in Paragraph 6.14.A.
 2. Contractor shall revise Contractor’s plan for safety precautions and programs at appropriate times to reflect changes in construction conditions, the Work, Contractor’s means, methods, techniques, sequences and procedures of construction, and the requirements of paragraph 13.02.A. Contractor shall disseminate the original plan and revisions to all others indicated in Paragraphs 6.13.A and 13.02.A.
 3. Contractor’s plan for safety precautions and programs will not require more stringent safety requirements, training or other qualifications for all others, including those specified in Paragraph 13.02.A and their employees, than Contractor sets forth for comparable activity and responsibility of Contractor, Subcontractors, and Suppliers and their respective employees.

SC-12.03 *Delays*

SC-12.03.C. Add the following paragraphs to the end of Paragraph 12.03.C:

1. If the basis exists for an extension of time in accordance with Paragraphs 12.03.A. and 12.03.C. of the General Conditions, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month.
2. The Owner has reviewed weather data available from the National Oceanic and Atmospheric Administration (NOAA) and determined a Standard Baseline of average climatic range for Gwinnett County, Georgia. Standard Baseline is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
14	14	10	7	6	3	4	2	2	3	5	9

3. Standard Baseline shall be regarded as the normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and/or suspended by cause of adverse weather. Suspension of construction activity for the number of days each month, as listed in the Standard Baseline, is included in the Work and is not eligible for extension of Contract Time.
4. Adverse weather is defined as the occurrence of one or more of the following conditions, which prevents exterior construction activity or access to the site within twenty-four (24) hours:
 - a. Precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10”) liquid measure,
 - b. Temperatures which do not rise above 32 degrees F by 10:00 a.m., local time,
 - c. Temperatures which do not rise above that specified for the day’s construction activity by 10:00 a.m., local time, if any is specified,
 - d. Sustained wind in excess of twenty-five (25) m.p.h.
 - e. Standing snow in excess of one inch (1.00”).
5. Adverse weather may include, if appropriate, “dry-out” or “mud” days:
 - a. For rain days above the Standard Baseline
 - b. Only if there is a hindrance to site access or site work, such as excavation, backfill, and footings; and,
 - c. At a rate no greater than one (1) make-up day for each day, or consecutive days, of rain beyond the Standard Baseline that total one inch (1.00”) or more, liquid measure, unless specifically recommended otherwise by the Engineer.

6. A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the Contractor's scheduled work day, including a weekend day(s), if Contractor has approved, scheduled construction activity that day.
7. Contractor shall take into account that certain construction activities are more affected by adverse weather and seasonal conditions than other activities, and that "dry-out" or "mud" days are not eligible to be counted as Weather Delay Day until the Standard Baseline is exceeded. Hence, Contractor should allow for an appropriate number of additional days associated with the Standard Baseline days in which such applicable construction activities are expected to be prevented and suspended. If the project includes construction of a building, no extension will be made for days of adverse weather occurring after building is "dried in".
8. Use a copy of the Weather Delay Monthly Report found in the Specifications General Requirements Section 01 00 00, Paragraph 3.45.B., indicating for each calendar month, the days on which construction activity affecting the critical path of the Work was prevented by adverse weather conditions, as outlined in Paragraph 12.03.C.4. Mark the column for the general cause; and under "Specific Description", indicate corresponding measurement of precipitation, temperature, wind, or other influencing factors, and list the construction activity that was scheduled and delayed. At the end of the month, at the bottom of the form, add up the number of delay days and enter in the box next to row "(a)", enter the Standard Baseline days for that corresponding month in the box next to row "(b)". Subtract row (b) value from row (a) value and enter that value in the last box next to "Claimable Days", enter **-0-**, if a negative number. Submit a copy of the completed Weather Delay Monthly Report with the next application for payment and with subsequent claim for Time Extension. Claims for time extension based upon weather delays will be denied if a submitted Report does not corroborate the claim, or if no report was submitted when it was required in accordance with this paragraph.
9. Submit daily jobsite logs showing which, and to what extent, construction activities have been affected by weather on a monthly basis.
10. To support claim for time extension, submit actual weather data obtained from nearest NOAA weather station, or other independently verified source approved by Owner's representative at beginning of the project.
11. Use Standard Baseline data provided in Paragraph 12.03.C.2, when documenting actual delays due to adverse weather in excess of the average climatic range.
12. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for Claims established in Articles 12.02 and 10.05 of the General Conditions.

13. If an extension of the Contract Time is appropriate, it shall be implemented in accordance with the provisions of Articles 8.07, 10.03, 10.05, and 12.02 of the General Conditions.

SC-14-02.A.1 Following this Paragraph add the following:

- a. "Other documentation" shall be accepted only if a written price quote from the vendor is submitted with the Application for Payment and the bill of sale and/or invoice stating that the actual amount paid by the Contractor is submitted within 30 days of the Application for Payment.

SC-14.02.A.3.b Delete 14.02.3.b in its entirety and replace with the following:

- a. The Owner shall retain an amount not exceeding five percent (5%) of the gross value of the completed work as may be provided for in the contract.

SC-14.02.D. *Reduction in Payment:*

SC-14.02.D After paragraph 14.02.D. 4.b, add the following:

- d. The following rates or most current rates will apply for the additional services performed by the Engineer on behalf of the Owner:

<u>Labor Grade</u>	<u>Rate (2024)</u>	<u>Rate (2023)</u>
Principal in Charge	\$ 230.63	\$225.00
Project Manager	\$184.50	\$180.00
Project Engineer	\$131.20	\$128.00
Managing Engineer	\$230.63	\$178.00
Inspector	\$113.21	\$110.45
Construction Engineer	\$171.34	\$167.16
Surveyor	\$132.65	\$129.41
2-person Survey Crew	\$167.20	\$163.12
Easement Acquisition Specialist	\$102.89	\$100.38
Administrative Coordinator	\$ 91.96	\$ 89.72
Communications/Public Outreach Specialist/Technical Writer	\$100.45	\$ 98.00

SC-ARTICLE 17 – MISCELLANEOUS

SC-17.09 After 17.09 add the following:

17.10 *Delinquent Contractors*

- A. The Owner shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the Owner for taxes. The Owner shall be entitled to a counterclaim and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the Owner to offset any taxes owed against said debt.