

### Addendum No. 1

### **April 16, 2025**

**Re:** Barton Village, Inc.

Barton Village Hydroelectric Improvements Project

From: DuBois & King, Inc.

6 Green Tree Drive

South Burlington, Vermont 05403

**To:** Prospective Bidders

This Addendum forms part of the Contract Documents and modifies the original Bidding Documents issued for the Barton Village Hydroelectric Project Upgrades project dated March 28, 2025. Acknowledge receipt of this Addendum in the space provided on Page 1 of the Bid Form. Failure to do so will subject the Bidder to disqualification.

### I. CONTRACT DOCUMENT (BID DOCUMENT) CHANGES

a. All questions are due 4/22/2025.

### II. QUESTION & ANSWERS

### **QUESTION 1:**

Is the owner considering Base and Add Alternate bids together?

Yes, Base and Add Alternate bids may be considered together.

### **QUESTION 2:**

Do the existing penstocks contain lead paint?

The penstocks have not be tested for lead paint and the Owner is not aware of the use of lead paint in the original coatings used on the penstock.

### **QUESTION 3:**

Does bedrock need to be removed?

As depicted in the construction documents, concrete saddles and thrust blocks should be benched to sound bedrock. Approximate bedrock profile is depicted on sheet S-8. Owner performed test pits at select locations and encountered bedrock appeared to be sound. Contractor to expose bedrock and notify owner/engineer for determination of sound bedrock.

6 Green Tree Drive, South Burlington, VT 05403

802.878.7661

www.dubois-king.com

### **QUESTION 4:**

What is the access to the penstock drain within the powerhouse?

Access includes a ladder to a vault below the powerhouse floor. Contractors were toured by this access during the pre-bid conference.

### **QUESTION 5:**

Can the contractor include manholes at the existing unit No.1 penstock and new unit No.2 penstock?

Contractors to include Add Alternate #4 for new manholes at the existing unit No.1 penstock and new unit No.2 penstock. For bid purposes the following preliminary manhole member sizes can be assumed. A sketch will provided under separate cover:

- 3/8" thick x 2'-0" tall x 3'-0" diameter riser.
- 1 1/4" AWWA 207 Class B Cover with (32) 1 5/8" A307 bolts.
- 1 ¼"x5" flange.
- 5/8"x8" reinforcing collar.
- Coating system to match penstock.

### **QUESTION 6:**

Can minimum requirements for Erosion Prevention and Sediment Controls (EPSC) be provided?

Contractor shall reference the latest edition of The Vermont Standards and Specifications for Erosion Prevention & Sediment Control for recommended EPSC methods and details.

### **QUESTION 7:**

What is the weight of the new headgate?

Approximate weight provided by gate supplier is 5,000 lbs. Final weight will be confirmed with preliminary gate shop drawings. We anticipate preliminary shop drawings will be available the week of April 18<sup>th</sup>.

### **QUESTION 8:**

Can a list of all owner supplied items be provided?

Owner supplied items include the following:

- 1. Headgate
- 2. Electric Actuator
- 3. Gate Heat Trace system
- 4. Steel framed stair
- 5. Electrical service to utility pole at the top of the stair



### **QUESTION 9:**

Does the heat trace and actuator include a GFCI switch?

No, this is to be provided by the contractor

### **QUESTION 10:**

Are there Build America Buy America (BABA) requirements?

There are no BABA requirements.

### **QUESTION 11:**

Will flashboards remain in place for duration of project?

Yes, flashboards are intended to remain in place. If they fail during the project, the owner will not reinstall until after construction is complete.

### **QUESTION 12:**

Can upper portion of bedrock be stabilized prior to removal of bedrock slab leaning on ring girder?

Bidding contractors shall include bedrock stabilization and loose bedrock removal as add alternate #5 separate from the base bid. The removal of the existing loose bedrock should not be included in the base bid.

### **QUESTION 13:**

Can contractor use owner supplied power at intake deck.

Yes.

### **QUESTION 14:**

Per the contract documents, would you be able to send the 2016 and 1991 HL Turner drawings as well any other historic/as built contract drawings?

Existing conditions documents are attached to this addendum.



### **QUESTION 15:**

Article 3.B.2 of the bid form states "estimated quantities are not guaranteed..." but the bid form is all lump sum items. Can the bid items be broken down into some additional unit price items? Solid Rock Excavation, rebar and cast in place concrete at a minimum would be appreciated, since the ledge elevation is not exactly known. Misc. concrete repairs (Detail 4 on S-6) would be another item that might be hard to quantify in a lump sum bid.

Bids for bedrock removal and concrete repair can be provided as unit prices and should be fully excluded/separated from base bid. Using the information provided in the drawings, please provide bids as a unit price with estimate of quantity. Updated bid form is attached.

### **QUESTION 16:**

Is Builders Risk insurance required?

Response to be provided with Addendum #2

### **QUESTION 17:**

Is this project tax exempt?

Response to be provided with Addendum #2

### **QUESTION 18:**

Are there any special wage rates or certified payrolls required?

No.

### **QUESTION 19:**

Has the headgate been acquired yet? If so, could the shop drawings be sent out to the bidders?

See Question 7.

### QUESTION 20:

Has the steel framed stairs been acquired yet? If so, could the shop drawings be sent out to the bidders?

The steel framed stairs are currently onsite. The stair is repurposed from another project. Contractor can go onsite to field measure stairs at their convenience. Please coordinate directly with owner.



### **QUESTION 21:**

Approximately when is it anticipated that the fuel generator building will be removed? In 2025?

The field generator building removal should be assumed to not take place until after the completion of this project.

### **QUESTION 22:**

Are all of the permits (FERC, Army Corp, etc) acquired for this project? If not, are there anticipated dates as to when they will be?

Construction documents have been e-filed to the FERC, and historic review documents have been submitted. We anticipate feedback within the next 30-60 days. See Permit notes on sheet G-1 for additional information.

### **ATTACHMENTS**

- 1. Pre-bid conference sign in sheet.
- 2. Updated bid form.
- 3. Drawings titled "Barton Village Hydro" by the H.L. Turner Group, Inc. and last dated 02/01/2016.
- 4. Drawings titled "Barton Village Hydroelectric Project" prepared by the H.L. Turner group, Inc. and last dated 05/10/1991.

This document constitutes Addendum 1 for this project.



## MANDATORY PRE-BID MEETING

# Barton village hydroelectric project upgrades (ferc no. P-7725-vt) Barton, VT

Friday, April 11, 2025 11:00 a.m.

### ATTENDANCE LOG (Please Print)

_				10 (10)
	cyergi @ jysicard.com	905-575-4808	JP Sirerd Inc.	Coroche Curanter
	912-274018 Pragnettee Modandb-con	917-274-018	Main DAB	at PAgasta
	7705 ESTIMATING WINDSBURNCO. COM	5072 Nah 2005	Kines Bury CO	Clemente Peres Kines Bury CO
3	Hymonty omerypokingsburrous		KINUSBIM,	WANTE MICHER
N	r conturer soyal-electric. biz	8144	Royal Elec	Rob Cootuse
	201-290-2340 william a energy resources your. US	201-290-2340	Energy Resources Group	William St. Picre
	CMarsh @ ecivt.com	807-557-8829	Engraers Const. In	Coly Marsh
	Adobestochersink.com	764-1757	Ribul Wiedly Pres Destochers Crous Ve	Ribul Dundy
	EMAIL ADDRESS	PHONE #	AFFILIATION & TITLE	NAME

## MANDATORY PRE-BID MEETING

## Barton village hydroelectric project upgrades (ferc no. P-7725-vt) Barton, VT

Friday, April 11, 2025 11:00 a.m.

ATTENDANCE LOG (Please Print)

		92	John Morley I	Dennis Desrochers	NAME
			Barton Electriz Dept	Fairbanks Mill Inc	AFFILIATION & TITLE
			802-323-6424	802 748-8094	PHONE #
				802 748-8094 Denvis @ Fairbanksmill.com	EMAIL ADDRESS

### BID FORM FOR CONSTRUCTION CONTRACT

### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted electrically as a PDF file to:

Denis Fortin, Hydro Manager Barton Village, Inc. 17 Village Square Barton, VT 05822

Email: hydromanager@bartonvt.com

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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. List of Proposed Subcontractors;
  - B. List of Proposed Suppliers;
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - D. Contractor's license number as evidence of Bidder's State Contractor's License.

### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

### 3.01 Unit Price Bids

Bidder will perform the following Work at the indicated unit prices:

Item No.	Brief Description – Unit or Lump Sum Price (in both words and numerals)	Estimated Quantity	Total Price Φ (in numerals)
1	Mobilization & Demobilization	1	Lump Sum
	Dol	llars and Cents \$	
2	Replacing Existing Headgates and Supporting S	tructure 1 llars and	Lump Sum
		Cents \$	
3	Replace Existing Unit No. 2 Penstock	1 llars and	Lump Sum
		Cents \$	

4	Bedrock Foundation Excavation, per Cubic Yard Dollars and Cents		10 \$		Cubic Yard		
5	Concrete Repair, per SF	Dollars and Cents	50	\$	Square Foot		
Unit No.	1 Penstock Add Alternates						
6	New Interior and Exterior Coating System	Dollars and	1	_	Lump Sum		
		Cents		\$			
7	Remove and Replace Penstock Saddles	Dollars and Cents	1	\$	Lump Sum		
8	Fill Voids between Existing Saddles and Per		1	\$	Lump Sum		
	Total of Lump Sum and Unit Price Bids (1 thru 5) \$						

- A. Bids will be evaluated based on the <u>Total Bid Items (1-5).</u>
- B. Bidder acknowledges that:
  - 1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
  - 2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
  - 3. Descriptions above are brief and do not cover all scope items in there entirety. All specific scope items are covered in the project construction drawings.

### ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or about November 15, 2025 and a demobilization by December 15, 2025.
- 4.02 Selected Contractor shall provide a detailed project schedule at the pre-construction meeting, currently scheduled for on or about May 15, 2025.

4.03 The Owner intends to develop contract documents (front ends) with the selected Contractor. The Contractor shall include in his/her bid, subsidiary to all of the bid items, the costs of a Payment Bond, Performance Bond, and requisite insurance certificates, such as (not limited to) Contractor's Insurance (ie: Worker's Compensation, Commercial General Liability, Automotive, Builder's Risk and other property insurance, railroad insurance, etc) as required by the owner.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
  - A. 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.
- 5.02 Instructions to Bidders
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

### ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Bidder's Representations
  - A. In submitting this Bid, Bidder represents the following:
    - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
    - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

- 6. Bidder has considered the information known to Bidder itself; 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 Technical Data or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
- 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. 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.
- 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

### 6.02 Bidder's Certifications

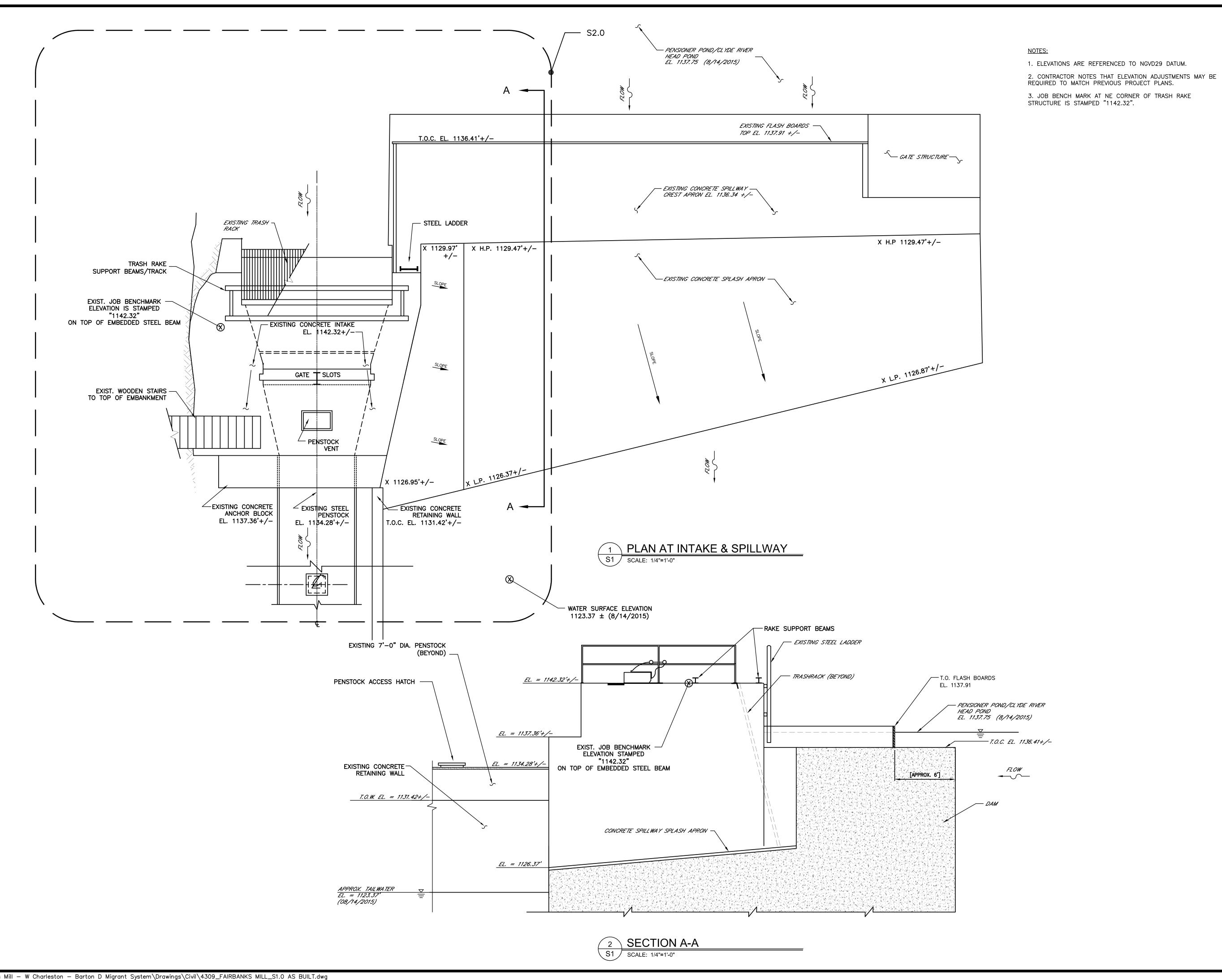
- A. The Bidder certifies the following:
  - 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  - 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  - 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  - 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
    - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    - b. 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.

C.	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.

d.	Coercive practice means	harming or	threatening	to harm,	directly o	r indirect	tly
	persons or their property	to influence	their partici	pation in	the bidding	process	01
	affect the execution of the	Contract.					

### Bidder: (typed or printed name of organization) By: (individual's signature) Name: (typed or printed) Title: (typed or printed) Date: (typed or printed) If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign. Attest: (individual's signature) Name: (typed or printed) Title: (typed or printed) Date: (typed or printed) Address for giving notices: Bidder's Contact: Name: (typed or printed) Title: (typed or printed) Phone: Email: Address: Bidder's Contractor License No.: (if applicable)

BIDDER hereby submits this Bid as set forth above:



THE H.L. TURNER GROUP Inc ARCHITECTS · ENGINEERS · BUILDING SCIENTISTS 27 LOCKE ROAD

CONCORD, NEW HAMPSHIRE 03301

T:603.228.1122 / F:603.228.1126

W:www.hlturner.com

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ISSUED FOR

PROGRESS

PRELIMINARY DESIGN

DESIGN DEVELOPMENT

BID

CONSTRUCTION

NOT FOR CONSTRUCTION

1 02.01.16 AS BUILT INFORMATION

PROJECT TITLE / ADDRESS

FAIRBANKS MILL, INC.

BARTON VILLAGE HYDRO DOWNSTREAM MIGRANT PROJECT

W. CHARLESTON/ BARTON, VT

STAMP

SCALE: 1/4" = 1'-0"

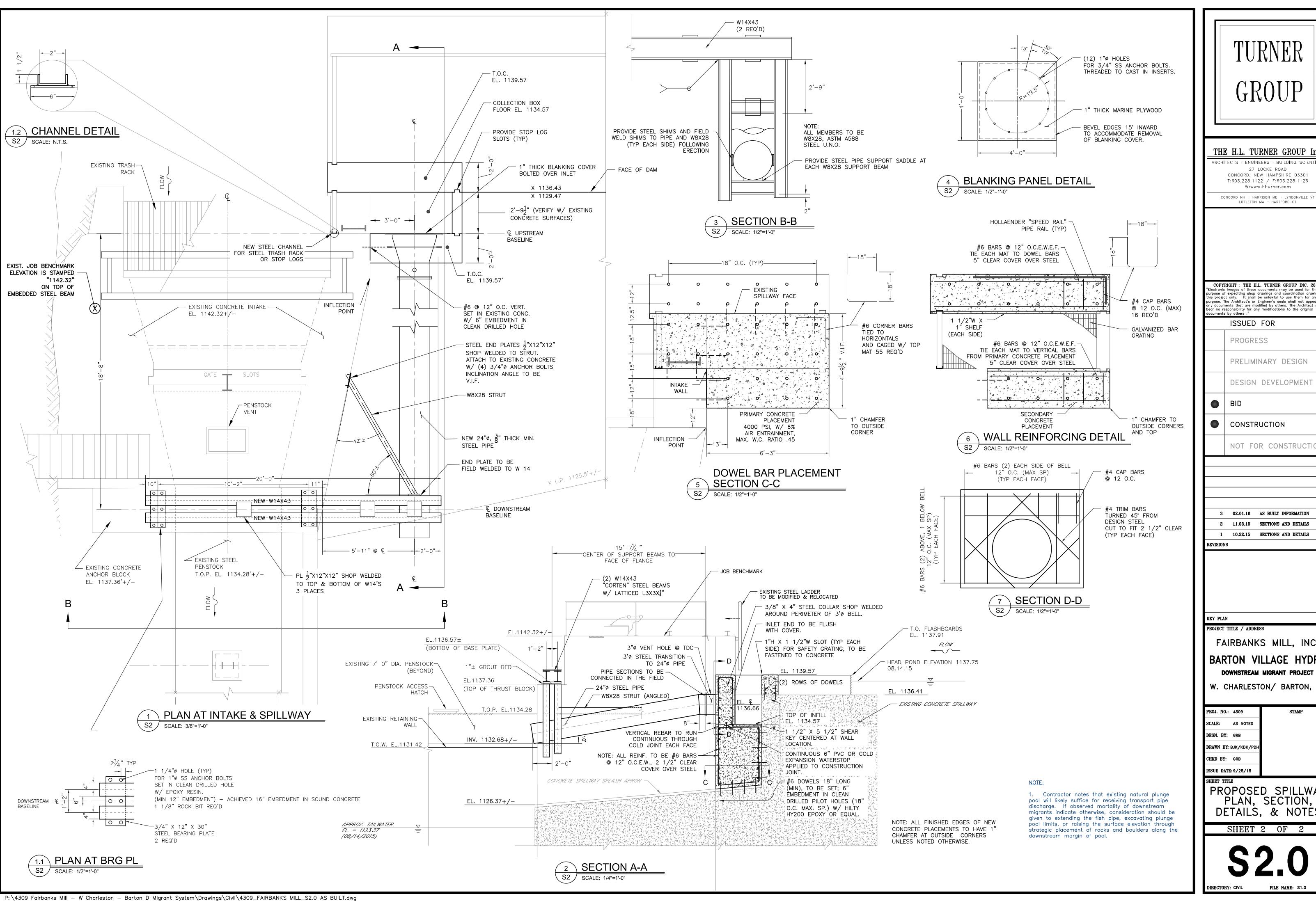
DESN. BY: GRB DRAWN BY:BJK/KDK/PDI

CHKD BY: GRB ISSUE DATE: 9/25/15

EXISTING SPILLWAY PLAN

& SECTION

SHEET 1 OF 2



THE H.L. TURNER GROUP Inc ARCHITECTS · ENGINEERS · BUILDING SCIENTIST 27 LOCKE ROAD CONCORD, NEW HAMPSHIRE 03301 T:603.228.1122 / F:603.228.1126 W:www.hlturner.com

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ISSUED FOR **PROGRESS** 

PRELIMINARY DESIGN

DESIGN DEVELOPMENT

BID

CONSTRUCTION

NOT FOR CONSTRUCTION

3 02.01.16 AS BUILT INFORMATION

2 11.03.15 SECTIONS AND DETAILS 1 10.22.15 SECTIONS AND DETAILS

PROJECT TITLE / ADDRESS

FAIRBANKS MILL, INC. BARTON VILLAGE HYDRO DOWNSTREAM MIGRANT PROJECT

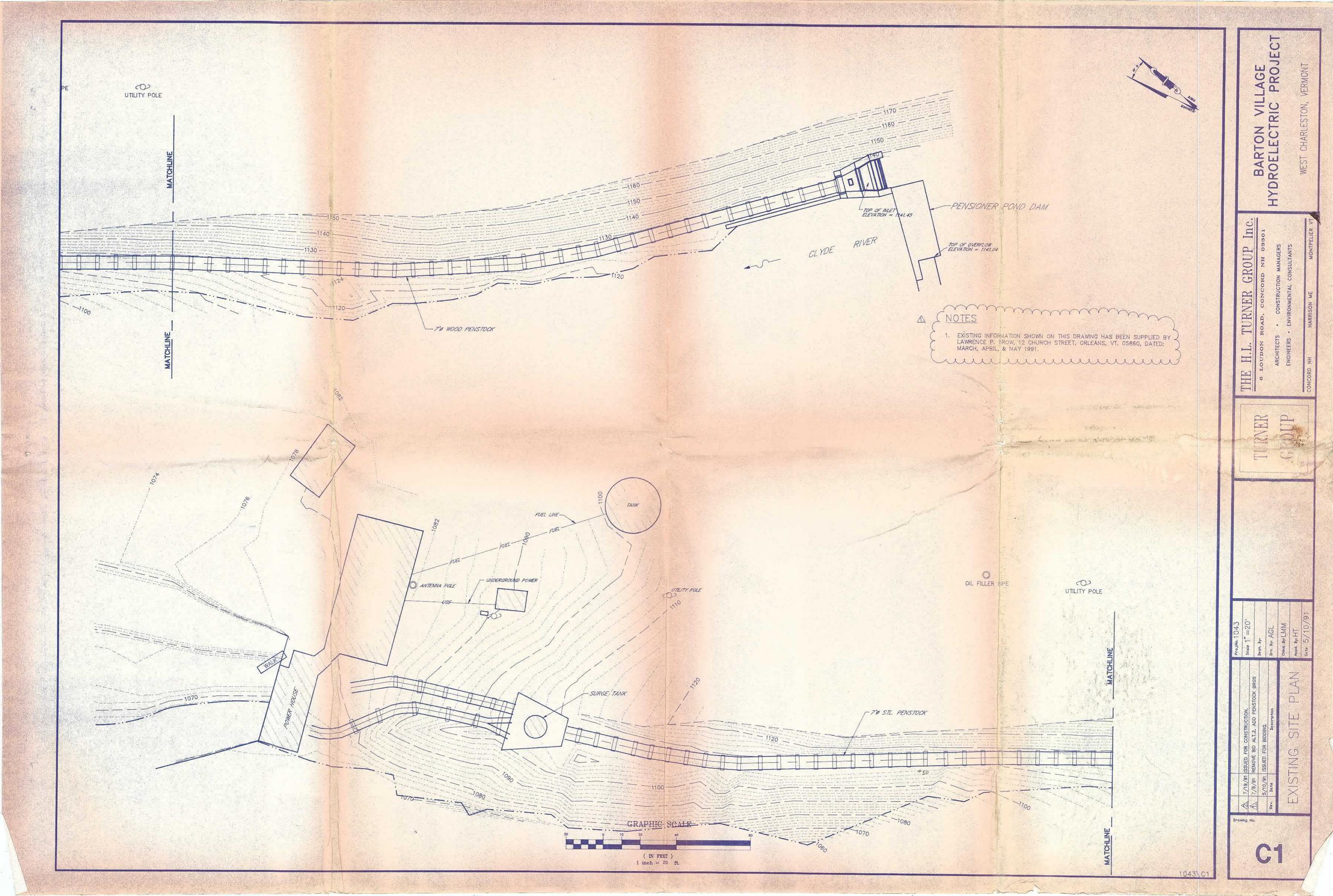
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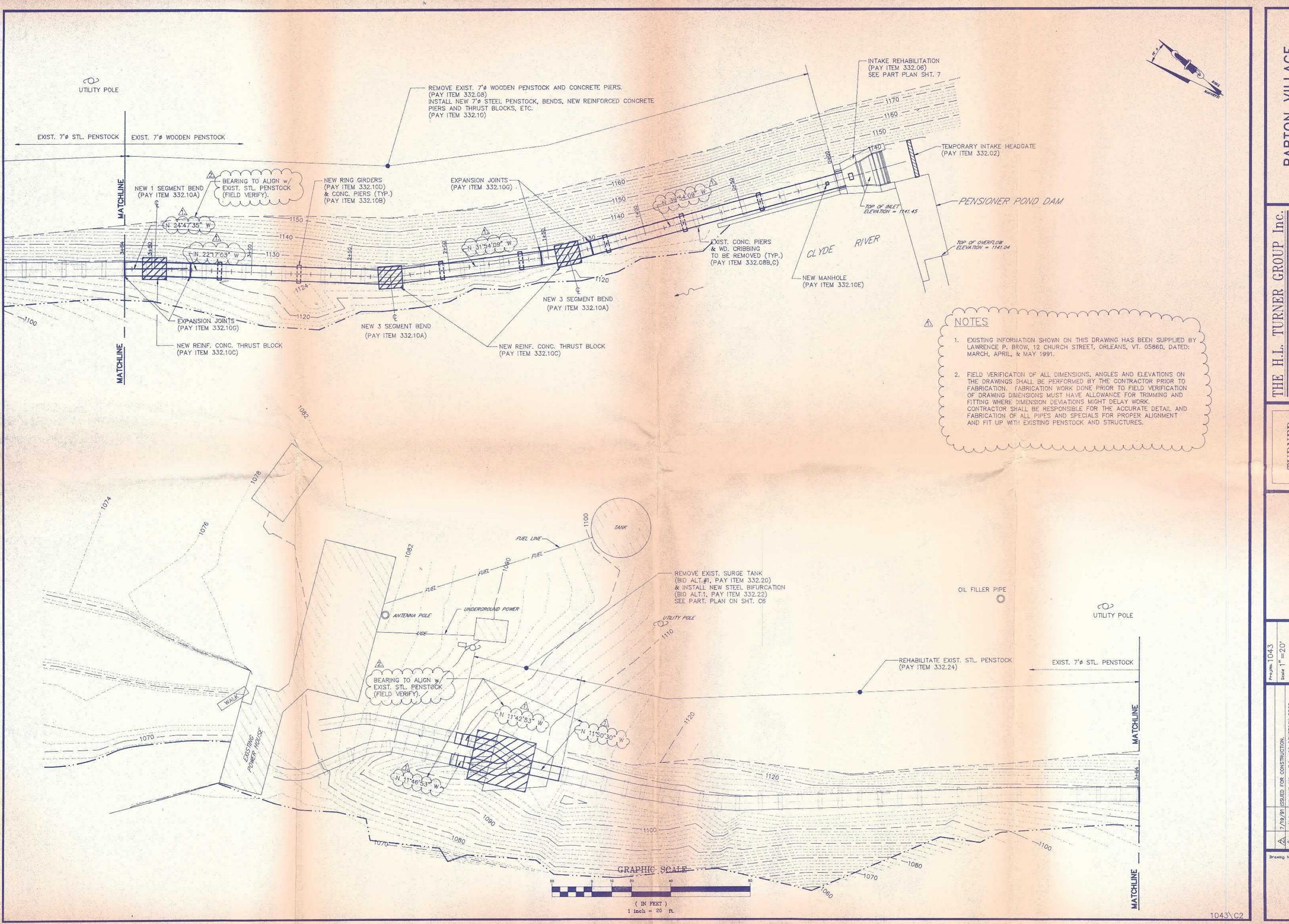
PROJ. NO.: 4309 STAMP SCALE: AS NOTED DESN. BY: GRB DRAWN BY: BJK/KDK/PD CHKD BY: GRB

ISSUE DATE: 9/25/15

PROPOSED SPILLWAY PLAN, SECTION, DETAILS, & NOTES

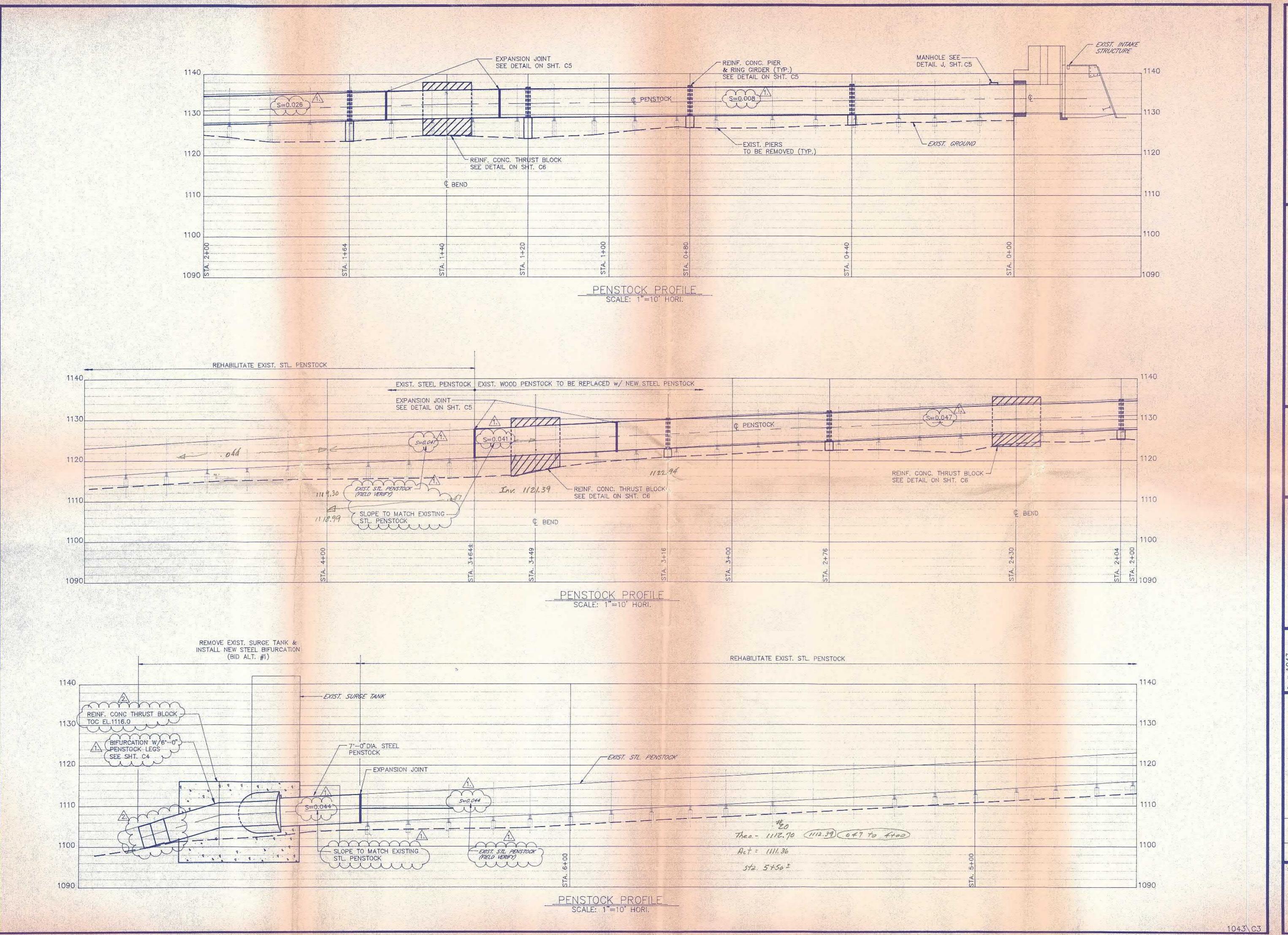
SHEET 2 OF 2





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GROUP TURNER



BARTON VILLAGE HYDROELECTRIC PROJEC

H.L. TURNER GROUP Inc.

TURNER

RUCTION.

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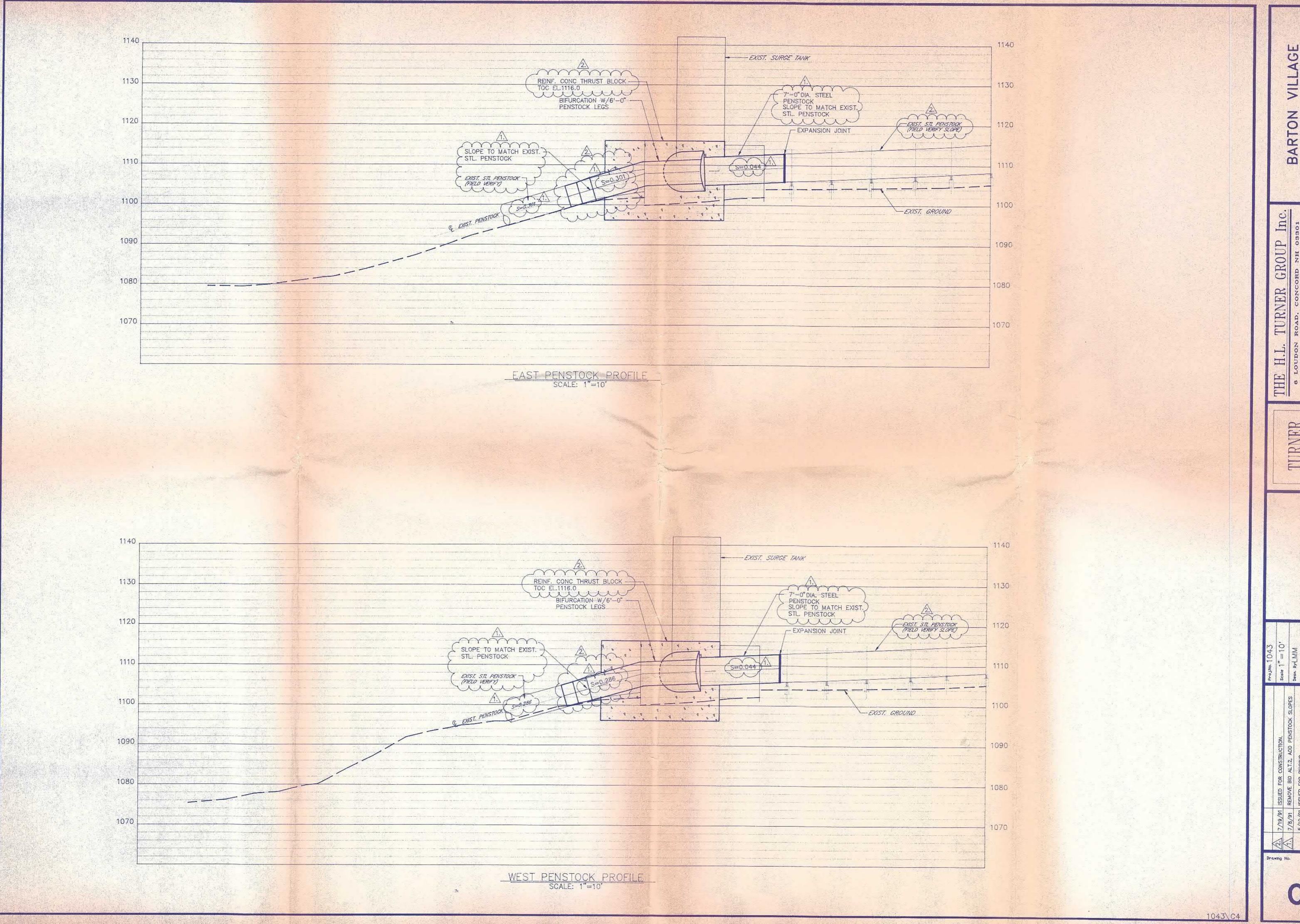
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7/19/91 ISSUED FOR CONSTRUCTION.
7/8/91 ADD PENSTOCK SLOPES & ST
5/10/91 ISSUED FOR BIDDING
Date Description

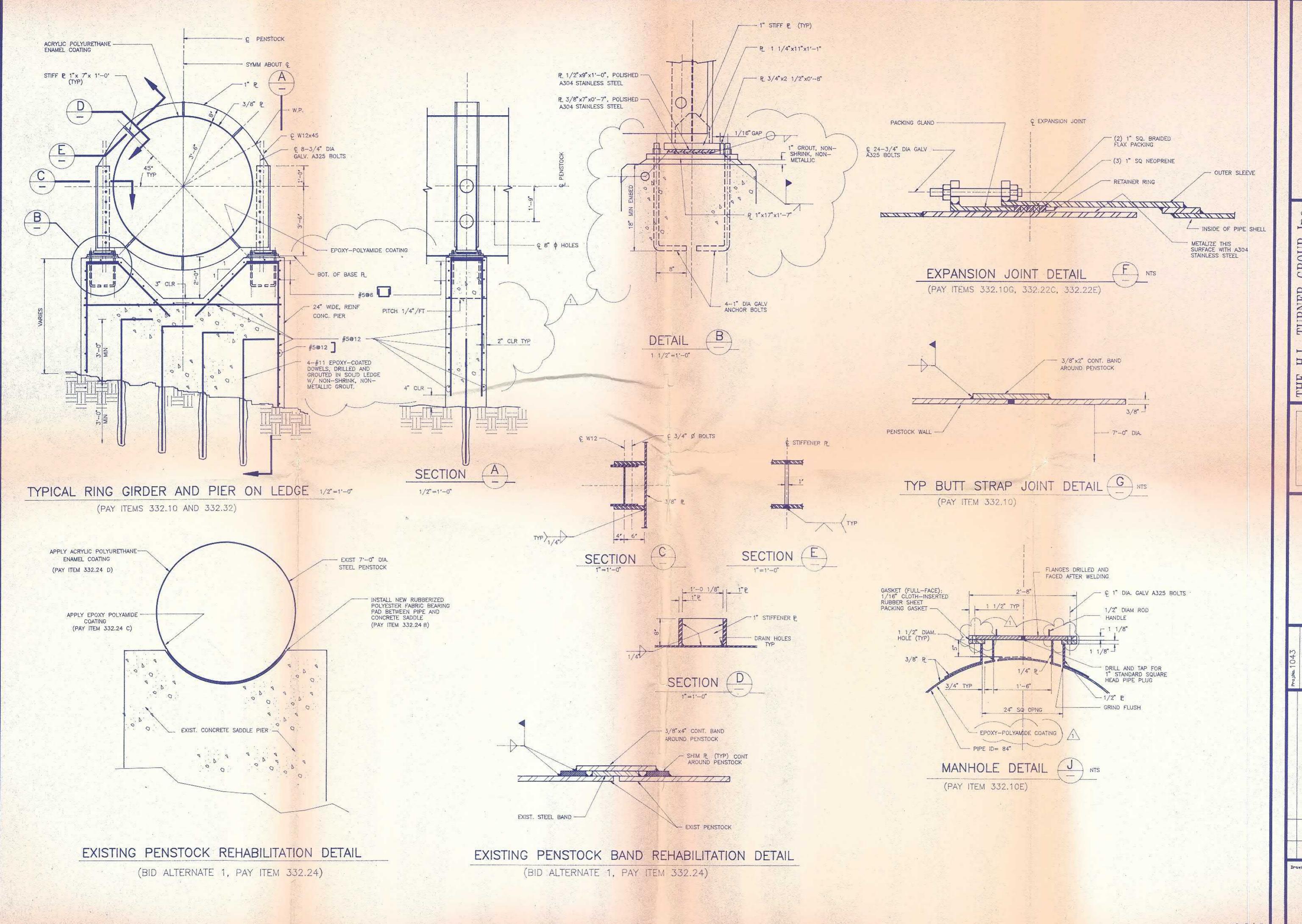
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TURNER GROUP



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