



COMPLEX PROJECTS  
REQUIRE RESOLVE  
THRASHER'S GOT IT

**BERKELEY COUNTY PUBLIC SERVICE SEWER DISTRICT  
BERKELEY COUNTY, WEST VIRGINIA**

**CONTRACT #9 – GERRARDSTOWN PUMP STATION, FORCEMAIN, AND  
WASTEWATER TREATMENT PLANT DECOMMISSION PROJECT**

**ADDENDUM NO. 1**

**APRIL 14, 2021**

**THRASHER PROJECT NO. 020-10024**

TO WHOM IT MAY CONCERN:

A Pre-Bid Conference was held on Tuesday, April 7, 2021 for the above-referenced project. A copy of the sign-in sheet and agenda is included in this Addendum. The following are clarifications and responses to questions posed by Contractors for the above reference project.

**A. GENERAL**

1. **THE BID FORM HAS BEEN REVISED. YOU MUST USE THE REVISED BID FORM WHEN PREPARING YOUR BID PACKAGE FOR THIS PROJECT.**
2. Wage Rates are NOT required for this project.
3. B&O Taxes are NOT required for this project.
4. Construction efforts are limited to normal business working hours of 8:00 am to 5:00 pm, Monday through Friday, unless otherwise indicated per the Summary Specification – 011000.
5. Bidders are hereby notified to acknowledge receipt of all addenda in space provided on the Bid Form.

**B. SPECIFICATIONS**

1. **REPLACE** EJCDC C-800 – Supplementary Conditions, included with this Addendum No. 1.

**C. DRAWINGS**

1. **ADD** Sheets 1A, 2A, and 3A, included with this Addendum No. 1.
2. **REPLACE** Sheet 10, included with this Addendum No. 1.
3. **REPLACE** Sheet 12, included with this Addendum No. 1.
4. **REPLACE** Sheet E1, included with this Addendum No. 1.

**D. QUESTIONS AND RESPONSES**

**QUESTION**

1. What is the Engineer's estimate for this work?

**RESPONSE**

1. Approximately \$1,600,000.

**QUESTION**

2. Is the first bore pit and casing crossing WV Route 51 (Gerrardstown Road) on Sheet 1 being considered with the realignment?

**RESPONSE**

2. No. The alternate alignment for the forcemain will start from approximately Station 5+00 to Station 37+00 then cross under County Route 24 (Goldmiller Road) at the same location.

**QUESTION**

3. Is the first bore pit and respective casing on Sheet 1 going to be extended to be outside of the WVDOH ROW?

**RESPONSE**

3. No, the WVDOH has verbally approved the permit based on the current plan.

**QUESTION**

4. Is blasting allowed within the WVDOH ROW?

**RESPONSE**

4. No.

**QUESTION**

5. At the pump station, stainless steel fittings are required inside and outside of the wet well, correct?

**RESPONSE**

5. Yes.

**QUESTION**

6. Are the orientations for the bore and jacks open to be performed from the opposite direction?

**RESPONSE**

6. Yes, with the understanding that the Contractor obtains a temporary construction easement for the bore pits that are different than what is shown on the plans.

**QUESTION**

7. Are the easements being obtained the same as what is currently shown on the plans?

**RESPONSE**

7. Yes.

**QUESTION**

8. On Sheet 12, is the 12" pipe through the 16" casing to be restrained joint? If so, is there enough room to get the restrained joints through the casing?

**RESPONSE**

8. Due to the limited space inside the 16" casing, the area between the 12" pipe and the 16" casing shall be sand-filled.

**QUESTION**

9. On Sheet 12, is there a reason why the manhole is not inside of the bore pit?

**RESPONSE**

9. No, Sheet 12 has been modified to show the manhole and starting of the casing inside the bore pit.

**QUESTION**

10. Is there any responsibility of the private owner on the campground side for the location of the utilities?

**RESPONSE**

10. The locations and depth of the public utilities have been coordinated with the respective companies. Regarding the private utilities, the Contractor would be responsible for maintaining the integrity of those private utilities if discovered.

**QUESTION**

11. On Sheet 12, are there specific items or areas that need included on the preconstruction video?

**RESPONSE**

11. The Contractor shall ensure that the gravel parking lot opposite of US Route 11 (Williamsport Pike) from the bore pit is covered, as well as the guard rail posts along US Route 11 are covered in the preconstruction video.

**QUESTION**

12. Is there enough flow coming into the Gerrardstown WWTP that a pump-around system would be required?

**RESPONSE**

12. The Gerrardstown WWTP is dedicated to only the two (2) existing schools, so there should be a minimum amount of flow depending on the time of year.

**QUESTION**

13. Approximately how many gallons does the Gerrardstown WWTP treat?

**RESPONSE**

13. Per the NPDES Permit by the WVDEP, the Gerrardstown WWTP can treat up to 8,000 GPD. The Gerrardstown WWTP is currently treating approximately 4,000 GPD.

**QUESTION**

14. Are there any Buy American or AIS requirements for this project?

**RESPONSE**

14. No.

**QUESTION**

15. Can the bore under Middle Creek be bored on a slight angle due to the existing waterline and guy wires being in conflict?

**RESPONSE**

15. Yes.

**QUESTION**

16. Can the elevation be lowered to clearance depth of 5' below the bottom of the creek bed to the top of the casing?

**RESPONSE**

16. Yes.

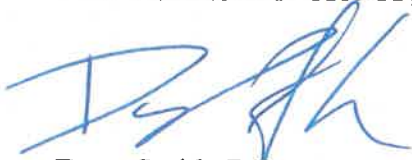
**E. CLARIFICATIONS**

1. The electrical component supports and posts at the pump station site are revised to comply with Potomac Edison's specifications. Sheets 10 and E1, included with this Addendum No. 1, have been revised appropriately.
2. There is evidence of rock in the project area. Any rock experienced during the duration of this project shall NOT constitute as unforeseen conditions in the work. The Supplemental Conditions (EJCDC C-800), included with this Addendum No. 1, have been revised to include this language.

If you have any questions or comments, please feel free to contact me at your earliest convenience. As a reminder, bids will be received until 2:00 p.m. on April 20, 2021 at the Berkeley County Public Service Sewer District's Office, 65 District Way, Martinsburg, WV 25404.

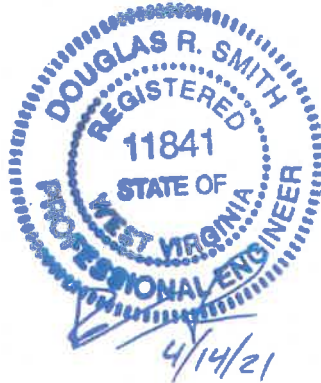
Sincerely,

THE THRASHER GROUP, INC.



Doug Smith, P.E.  
Project Manager

*Enclosures*



**BERKELEY COUNTY PUBLIC SERVICE SEWER DISTRICT  
65 DISTRICT WAY  
MARTINSBURG, WEST VIRGINIA 25404**

**CONTRACT #9 – GERRARDSTOWN PUMP STATION, FORCEMAIN AND  
WASTEWATER TREATMENT PLANT DECOMMISSION PROJECT**

**THE THRASHER GROUP, INC.  
CHARLESTON, WV 25311  
Telephone # (304) 343-7601  
Fax # (304) 343-7604**

**PRE-BID CONFERENCE AGENDA**

**APRIL 7, 2021**

**PROJECT LOCATION:** Berkeley County, West Virginia  
**ENGINEER'S PROJECT #:** 020-10024  
**DATE OF CONFERENCE:** April 7, 2021 at 10:00 AM  
**CONFERENCE LOCATION:** Berkeley County PSSD  
65 District Way  
Martinsburg, WV 25404

## PRE-BID AGENDA

- I. Introductions – **Engineer: Doug Smith, P.E. (Project Manager), Erik Allbright (Project Engineer), Scott Pacifico (Resident Project Representative)**
- II. General Project Description
  - a. Contract #9 – Gerrardstown Pump Station, Forcemain and Wastewater Treatment Plant Decommission Project. **The project consists of the following:**
    - i. **Installation of approximately 1 LS Mobilization/Demobilization; 1 LS Pre-Construction Video of Project Area; 1 LS Erosion and Sediment Controls; 80 LF 12” PVC SDR-35 Gravity Sewer Line; 35 LF 8” PVC SDR-35 Gravity Sewer Line; 4,850 LF Dual 4” PVC C-900 Forcemain; 2 EA 48” Diameter Manhole Base, Cone Top, Regular Casting, with Watertight Frame and Cover; 2 VF 48” Diameter Manhole Riser Pipe; 125 LF 24” Steel Casing (Bore & Jack); 65 LF 16” Steel Casing (Bore & Jack); 3 EA Dual 3/4” Air Release Valve Assembly; 4 EA Dual 4” Pressure Inline Forcemain Cleanout; 2 EA Connection of Proposed Gravity Sewer Line to Existing Gravity Sewer; 275 LF Gravel Driveway/Road Repair; 4,575 LF Reclamation of Disturbed Area; 1 LS for Gerrardstown Pump Station; 1 LS Demolition of Existing Package WWTP; 1 EA Connection of New Forcemain to Existing Manhole.**
- III. General Bidding Information
  - a. General
    - i. **Bid opening will be on April 20, 2021**
    - ii. **Time – 2:00 PM**
    - iii. **Location: (Same Location as Pre-Bid) 65 District Way, Martinsburg, WV 25404**
    - iv. **Two Envelope System – All BOR (blue) in 1<sup>st</sup> envelope, and Bid Form (Yellow) in other.**
      1. **Envelope 1**
        - a. **Name & address of Bidder**
        - b. **Bid for Contract #9 – Gerrardstown Pump Station, Forcemain, and Wastewater Treatment Plant Decommission Project.**
        - c. **Project Owner Name – Berkeley Public Service Sewer District**



**2. Envelope 2**

- a. Placed in Envelope 1**
- b. Labeled “Bid Proposal”**

**v. Contract Time**

- a. Contract #9**
  - i. Substantial Completion - 300 days**
  - ii. Final Completion - 330 days**
  - iii. Liquidated Damages - \$1,000/day**

**b. Bid Opening Requirements - Blue Pages – Labeled BOR**

- i. Submitted on Time**
- ii. Bid Bond – 5% total Bid (ORIGINAL)**
- iii. Certification of receipt of all Addenda**
- iv. Drug Free Work Place**
- v. WV Jobs Act**
- vi. Copy of Current Contractor’s License**

**c. Bid Form - Yellow Pages – Section 410**

- i. Contract #9**
  - 1. 18 Unit Price Base Bid Items**
  - 2. 1 Deductive Alternative Bid Item**

**d. Method of Award – Lowest Responsive Responsible Bidder – Base Bids**

**IV. Details of Project**

- a. Construction Sequence of Events – As Described in the Summary Section 011000 for each Contract.**
- b. Material and Equipment - As Described in the Plans/Specs. “Or Equal” items will be reviewed during the submittal process as described in Section 012500 “Substitution Procedures” and 013300 “Submittal Requirements”.**
- c. Other Miscellaneous Items**
  - i. Project Estimates:**
    - 1. Contract #9 - \$1.6 million**
  - ii. Cleaning out the existing wastewater treatment plant and appropriately disposing the materials is the responsibility of the Contractor.**

- V. **Permits – The District has obtained the following permits:**
  - a. **WVDEP – Construction Stormwater Permit, WVBPH – Permit, and WVDOH – ROW Permit, pending the location of the forcemain along Goldmiller Road.**
  - b. **Easements – There are approximately 3-4 easements being acquired at this time but should not be an issue obtaining.**
- VI. **B & O Taxes/Building Permits**
  - a. **B&O Taxes DO NOT apply to this Project.**
  - b. **No Building Permits associated with this Project.**
- VII. **Geotechnical Report**
  - a. **A Geotechnical report was not prepared for this Project.**
- VIII. **Office Trailer and Equipment and Storage Area**
  - a. **Locations for the Office Trailer, Equipment, Storage Area, and Disposed Area must be coordinated with the Engineer and Owner. The area shall be included in the Pre-Construction Videos – must be set up prior to 1<sup>st</sup> payment. Office Trailer must include bathroom, phone, internet, fax, etc.**
- IX. **Addressing Questions**
  - a. **All in Writing – Email Erik Allbright at [callbright@thethrashergroup.com](mailto:callbright@thethrashergroup.com) or fax to 304-343-7604 Attn: Erik Allbright – Reference Berkeley Public Service Sewer District – Contract #9, Please Reference Sheet # and Spec Section for all questions.**
- X. **Addendum**
  - a. **Last Day for Questions will be COB Tuesday, April 13, 2021 – Addendum will be emailed and/or overnighted to all plan holders on Wednesday, April 14, 2021.**
- XI. **Funding Agency – This project is funded by the District.**
- XII. **Question and Answer Session**

**BERKELEY COUNTY PUBLIC SERVICE SEWER DISTRICT  
 BERKELEY COUNTY, WEST VIRGINIA  
 CONTRACT #9 – GERRARDSTOWN PUMP STATION, FORCEMAIN  
 AND WWTP DECOMMISSION PROJECT**

**PRE-BID CONFERENCE**

Wednesday, April 7, 2021

Thrasher Project #020-10024

Name	Representing	Phone #	Email Address
Alton Shoemaker	Advanced Rehabilitation Technology	(304) 813-8758	alton@artcoatingtech.com
William LandSaw	Snyder Environmental Services	856-625-7207	WlandSaw@Snyder-Env.com
DUSTY ELLIOTT	Super Environmental	304-886-2506	delliott@snnyderenv.com
JEREMY PALMER	ANITAM ELECTRIC	301-223-1152	anjtam.ec@myactv.net
Gleuv Smith	Sunbelt Rentals	443-790-4475	jenn.smith@sunbeltrentals.com
Tony Keens	C Wm Hezzen Inc	301-733-7300	TKOENS@CWMHEZZEN.COM
Bradley Wenzel	Garrey Construction	610-506-2706	estimatingma@garrey.com
Scherry Poole	STH inc	286-818-4667	Munestimating@StHinc.com
Bill Weisenburg	HRI INC.	814-571-2454	bweisenburg@hriinc.com



**BERKELEY COUNTY PUBLIC SERVICE SEWER DISTRICT  
BERKELEYCOUNTY, WEST VIRGINIA  
PROPOSED  
CONTRACT #9 – GERRARDSTOWN PUMP STATION, FORCEMAIN AND WWTP  
DECOMMISSION PROJECT  
THRASHER PROJECT #020-10024**

**BID FORM**

**ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to:  
Berkeley County Public Service Sewer District  
65 District Way  
Martinsburg, WV 25404
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface

structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

**GENERAL**

The Bidder shall take notice of and shall be responsible for any local or state taxes levied and applicable, and the cost for the same shall be included as part of the submitted Bid.

The total Bid cost stated includes a complete operating installation including furnishing and installation of any and all changes or additions in plans, piping, mechanical work, additional electrical work, accessories, controls, etc. necessary to accommodate alternative equipment systems or materials used in construction.

**BID PROPOSAL**

The Bidder agrees to perform all required Work described in the detailed Specifications and as shown on the Plans for the complete construction and placing in satisfactory operation of the Gerrardstown pump station, forcemains, etc. The Project "Sequence of Construction" has been detailed in the Drawings and Specification Division 1, Project Summary, Section 011000. The Bidder agrees to perform all the Work proposed for the total of the following Bid prices.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**PROPOSED  
CONTRACT #9 – GERRARDSTOWN PUMP STATION, FORCEMAIN AND WWTP  
DECOMMISSION PROJECT  
FOR THE**

**BERKELEY COUNTY PUBLIC SERVICE SEWER DISTRICT  
BERKELEY COUNTY, WEST VIRGINIA  
THRASHER PROJECT #020-10024**

**BID SCHEDULE**

*NOTE: Bid Unit PRICE amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. Bids shall include sales tax and all other applicable taxes and fees.*

<b>Item</b>	<b>Quantity</b>	<b>Description with Unit Price Written</b>	<b>Unit Price</b>	<b>Total Price</b>
1	1 LS	Mobilization/Demobilization		
			Dollars	
			Cents	

Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
2	1 LS	Pre-Construction Video of Project Area _____ Dollars _____ Cents	_____	_____
3	1 LS	Erosion and Sediment Controls _____ Dollars _____ Cents	_____	_____
4	80 LF	12" PVC SDR-35 Gravity Sewer Line _____ Dollars _____ Cents	_____	_____
5	35 LF	8" PVC SDR-35 Gravity Sewer Line _____ Dollars _____ Cents	_____	_____
6	4, 850 LF	Dual 4" PVC C-900 Forcemain _____ Dollars _____ Cents	_____	_____
7	2 EA	48" Diameter Manhole Base, Cone Top, Regular Casting, with Watertight Frame and Cover _____ Dollars _____ Cents	_____	_____
8	2 VF	48" Diameter Manhole Riser Pipe _____ Dollars _____ Cents	_____	_____
9	125 LF	24" Steel Casing (Bore and Jack) _____ Dollars _____ Cents	_____	_____
10	65 LF	16" Steel Casing (Bore and Jack) _____ Dollars _____ Cents	_____	_____



Item	Quantity	Description with Unit Price Written	Unit Price	Total Price
11	3 EA	Dual 3/4" Air Release Valve Assembly _____ Dollars _____ Cents	_____	_____
12	4 EA	Dual 4" Pressure Inline Forcemain Cleanout _____ Dollars _____ Cents	_____	_____
13	2 EA	Connection of Proposed Gravity Sewer Line to Existing Manhole _____ Dollars _____ Cents	_____	_____
14	275 LF	Gravel Driveway/Road Repair _____ Dollars _____ Cents	_____	_____
15	4, 575 LF	Reclamation of Disturbed Area _____ Dollars _____ Cents	_____	_____
16	1 LS	Gerrardstown Pump Station _____ Dollars _____ Cents	_____	_____
17	1 LS	Demolition of Existing Package WWTP Plant _____ Dollars _____ Cents	_____	_____
18	1 EA	Connection of New Forcemain to Existing Manhole _____ Dollars _____ Cents	_____	_____
<b>TOTAL BID:</b>		_____		
		_____ (\$ _____ )		

**NOTE: THE CONTRACTOR'S UNIT PRICES SHALL INCLUDE PURCHASE AND INSTALLATION, COMPLETE IN PLACE, PER BID ITEM IN ACCORDANCE WITH THE DETAILED SPECIFICATIONS.**

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 Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**METHOD OF AWARD**

If at the time this contract is to be awarded, the lowest total bid submitted by a qualified, responsible Bidder does not exceed the amount of funds then estimated by the Owner, as available to finance the contract, the construction contract will be awarded. If such bids exceed such amount, the Owner may reject all bids.

The owner may award the contract submitted by a qualified responsible Bidder based upon the Total Bid or the Total Bid less the amount(s) of the Deductive Alternative(s) in any combination that is advantageous to the Owner, as listed in the contract to produce the lowest bid within the funds available for financing.

**ORDER OF DEDUCTIVE ALTERNATIVE**

**DEDUCTIVE ALTERNATIVE #1**

<b>Item</b>	<b>Quantity</b>	<b>Description with Unit Price Written</b>	<b>Unit Price</b>	<b>Total Price</b>
D1	1 LS	Relocation of approximately 3,200 LF of Dual 4" Forcemain, 3 EA Dual 3/4" Air Release Valve Assembly, and 4 EA Dual 4" Pressure Inline Forcemain Cleanout from within or near the WVDOH ROW along County Route 24 (Goldmiller Road) onto adjacent private property.		
			Dollars _____	
			Cents _____	

**TOTAL DEDUCTIVE ALTERNATIVE #1:** \_\_\_\_\_  
(\$ \_\_\_\_\_)

- A. Unit prices have been computed in accordance with paragraph 13.03.A of the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Bid Opening Requirements

**ARTICLE 8 – DEFINED TERMS**

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

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

\_\_\_\_\_

By:

*[Signature]*

\_\_\_\_\_

*[Printed name]*

\_\_\_\_\_

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*

\_\_\_\_\_

*[Printed name]*

\_\_\_\_\_

Title:

\_\_\_\_\_

Submittal Date:

\_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Fax Number:

\_\_\_\_\_

Contact Name and e-mail address:

\_\_\_\_\_

\_\_\_\_\_

Bidder's License No.:

\_\_\_\_\_

*(where applicable)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

## Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that 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.

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### ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

#### SC-1.01 *Defined Terms*

- SC-1.01. Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

**Geotechnical Baseline Report (GBR)** — The interpretive report prepared by or for Owner regarding subsurface conditions at the Site, and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR's own terms. The GBR is a Contract Document.

**Geotechnical Data Report (GDR)** — The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

- SC-1.01.A.8 Add the following language at the end of the last sentence of Paragraph 1.01.A.8:

The Change Order form to be used on this Project is EJCDC C-941.

- SC-1.01.A.48 Add the following language at the end of the last sentence of Paragraph 1.01.A.48:

A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

- SC-1.01.A.49 Add the following new Paragraph after Paragraph 1.01.A.48:

**Abnormal Weather Conditions** – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by the Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

## ARTICLE 2 – PRELIMINARY MATTERS

### *SC-2.01 Delivery of Bonds and Evidence of Insurance*

**SC-2.01 Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:**

- B. Evidence of Contractor’s Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.**
- C. Evidence of Owner’s Insurance: After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.**

### *SC-2.02 Copies of Documents*

**SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:**

**Owner shall furnish to Contractor five (5) copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).**

**SC-2.06.B. Delete Paragraph 2.06.B and replace it with the term [Deleted].**

## ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

**SC-4.01.A. Amend the last sentence of Paragraph 4.01.A by striking out the following words:**

**In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening of the thirtieth day after the Effective Date of the contractor, whichever date is earlier.**

**SC-4.05.C2. Amend Paragraph 4.05.C.2 by striking out the follow text: “abnormal weather conditions;” and inserting the following text:**

**Abnormal Weather Conditions;**

## ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

### *SC-5.03 Subsurface and Physical Conditions*

**SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:**

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.**

SC 5.06 Delete Paragraphs 5.06.A and 5.06.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.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

- 1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.

SC-6.03 Contractor’s Insurance

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- 1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State: Statutory

Federal, if applicable (e.g., Longshoreman’s): Statutory

Jones Act coverage, if applicable:

Bodily injury by accident, each accident \$ N/A

Bodily injury by disease, aggregate \$ N/A

Employer’s Liability:

Bodily injury, each accident \$ 500,000

Bodily injury by disease, each employee \$ 500,000

Bodily injury/disease aggregate \$ 500,000

For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker’s compensation or commercial general liability policy with a minimum limit of:

\$ N/A

Foreign voluntary worker compensation Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person	\$ <u>1,000,000</u>
Each accident	\$ <u>1,000,000</u>

Property Damage:

Each accident	\$ <u>1,000,000</u>
---------------	---------------------

[or]

Combined Single Limit of	\$ <u>1,000,000</u>
--------------------------	---------------------

4. Excess or Umbrella Liability:

Per Occurrence	\$ <u>3,000,000</u>
General Aggregate	\$ <u>3,000,000</u>

5. Contractor's Pollution Liability:

Each Occurrence	\$ <u>N/A</u>
General Aggregate	\$ <u>N/A</u>



If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: Funding agency and Regional Planning and Development Council.

7. Contractor's Professional Liability:

Each Claim	\$ <u>N/A</u>
Annual Aggregate	\$ <u>N/A</u>



SC-6.05 *Property Insurance*

SC-6.05.A.1 Add the following new subparagraph after subparagraph 6.05.A.1:

- a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following: Engineer

SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

15. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorney's fees and engineering or other consultants' fees, if not otherwise covered;
16. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:
  - a. None
  - b. None
17. include by express endorsement coverage of damage to Contractor's equipment.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 *Labor; Working Hours*

SC-7.02.B. Amend the first and second sentences of Paragraph 7.02.B to state "...all Work at the Site shall be performed during regular working hours, 6:00 a.m. through 6:00 p.m. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday."

SC-7.04 *"Or Equals"*

SC-7.04.A Amend the third sentence of Paragraph 7.04.A by striking out the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or 'or-equal' item is permitted.

SC – 7.04.A.1 Amend the last sentence of Paragraph a.3 by striking out "and;" and adding a period at the end of Paragraph a.3.

SC-7.04.A.1 Delete paragraph 7.04.A.1.a.4 in its entirety and insert the following in its place:  
[Deleted]

SC-7.06 *Concerning Subcontractors, Suppliers, and Others*

SC-7.06.A Amend Paragraph 7.06.A by adding the following text to the end of the Paragraph:

The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC-7.06.B Delete paragraph 7.06.B in its entirety and insert the following in its place:

[Deleted]

SC-7.06.E Amend the second sentence of Paragraph 7.06.E by striking out "Owner may also require Contractor to retain specific replacements; provided, however, that".

SC-7.09 *Taxes*

**SC 7.09** Add a new paragraph immediately after Paragraph 7.09.A:

- B.** If the Owner is a public entity, Owner is exempt from payment of sales and compensating use taxes of the State of West Virginia and of cities and counties thereof on all materials to be incorporated into the Work.
- 1.** Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
  - 2.** Contractor may be required to pay taxes when purchasing supplies and material, and subsequently be reimbursed through the State Tax Department.
  - 3.** Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

*SC-7.12 Safety and Protection*

**SC-7.12** Insert the following after the second sentence of Paragraph 7.12.C:

The following Owner safety programs are applicable to the Work: None.

## ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

*SC-10.03 Project Representative*

**SC-10.03** Add the following new paragraphs immediately after Paragraph 10.03.A:

- B.** The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- 1. General:** RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
  - 3. Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
  - 4. Liaison:**
    - a.** Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
    - b.** Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
    - c.** Assist in obtaining from Owner additional details or information,

when required for proper execution of the Work.

5. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. **Shop Drawings and Samples:**
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. **Review of Work and Rejection of Defective Work:**
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. **Inspections, Tests, and System Start-ups:**
  - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
10. **Records:**
  - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in

the case of observing test procedures; and send copies to Engineer.

- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

**11. Reports:**

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

**12. Payment Requests:** Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

**13. Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

**14. Completion:**

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

**C. The RPR shall not:**

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in the Contract

**Documents.**

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
  4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
  5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
  8. Authorize Owner to occupy the Project in whole or in part.
- D. A Listing of the Duties, Responsibilities, and Limitations of Authority of the Project Representative is attached to these Supplementary Conditions as Attachment A.

**ARTICLE 11 - Amending the Contract Documents; Changes in the Work**

**SC-11.05 Change of Contract Price; Change of Contract Times**

Add to Paragraph 11.05 Delays Specific to Abnormal Weather Conditions, Page C-700-42:

- A. The term Abnormal is defined as "that which is not normal."
- B. The term Day is defined as "A calendar day of 24 hours measured from midnight to the next midnight."
- C. Any delays specific to abnormal weather conditions shall be determined and calculated based on the definitions as provided in Paragraphs A and B and in accordance with Attachment A.
- D. See Attachment "A" for "Abnormal Weather Conditions" (Monthly Calculation Sheet)

**SC-11.07.C Add the following new Paragraph after Paragraph 11.07.B:**

All Contract Change Orders must be concurred in by Agency before they are effective.

**ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

*SC-13.01 Cost of the Work*

**SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:**

- c. **Construction Equipment and Machinery:**

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in rate books generally recognized as the industry standard for said equipment and machinery. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

~~SC-13.02~~ Allowances

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SC-13.02.C Delete Paragraph 13.02.C in its entirety and insert the following in its place:

[Deleted]

SC-13.03 Unit Price Work

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
  1. if the extended price of a particular item of Unit Price Work amounts to five (5) percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  2. if there is no corresponding adjustment with respect to any other item of Work; and
  3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 Progress Payments

SC-15.01.B Amend the second sentence of Paragraph 15.01.B.1 by striking out the following text: “a bill of sale, invoice, or other.”

SC-15.01.B.2 The Affidavit for Payment is provided in Attachment D to these

**Supplementary Conditions.**

**SC-15.01.B.3** Add the following language at the end of paragraph 15.01.B.3:

**No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.**

**SC-15.01.B.4** The Application for Payment form to be used on this Project is EJCDC C-620. The Agency must approve all Applications for Payment before payment is made.

**SC-15.01.D.1** Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

**The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will be due thirty (30) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the contractor.**

*SC-15.02 Contractor's Warranty of Title*

**SC-15.02.A** Amend Paragraph 15.02.A by striking out the following text: "no later than seven days after the time of payment by Owner" and insert "no later than the time of payment by Owner."

*SC-15.03 Substantial Completion*

**SC 15.03.B** Add the following new subparagraph to Paragraph 15.03.B:

- 1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.**

**ARTICLE 17 – FINAL RESOLUTION OF DISPUTES - [DELETED]**

**ARTICLE 18 – MISCELLANEOUS**

*SC-18.09 Permits*

**SC 18.09** Add the following:

- A. The permits obtained by the Engineer on behalf of the Owner and by the Owner are included in these Contract Documents and Detailed Specifications. It shall be the responsibility of the Contractor to adhere to all of the requirements of these permits. Failure to do so may result in fines and/or penalties by/from the agencies having jurisdiction. Such fines shall be solely the responsibility of the Contractor.**
- B. All other permits and licenses shall be the responsibility of the Contractor.**
- C. The Owner will pay all West Virginia Division of Highways bonding and**

inspection fees.

- D. The Owner will pay all utility service and connection fees unless otherwise indicated in the Drawings.

*SC-18.10 Warranty Period*

**SC 18.10 Add the following:**

- A. The Contractor shall warrant and guarantee that all Work under this Contract shall not be defective for a period of one (1) year from the date of final acceptance by the Owner.
- B. Other product specific warranties may be required under other Sections of these Specifications.

*SC-18.11 Existing Utilities*

**SC 18.11 Add the following:**

- A. All underground and above ground utilities depicted in the Drawings are shown at approximate locations based on the best available information. Exact locations, depths, materials, and sizes of all existing and/or private utilities shall be verified in the field by the Contractor with a representative of the appropriate public and/or private entity.
- B. The Contractor shall notify Miss Utility at 1-800-245-4848 or 811 or WV811.com and shall have all utilities marked in the project area prior to commencing excavation. See the flier included as Attachment B to these Supplementary Conditions.
- C. There shall be no additional compensation for the inconvenience or delay resulting from having to work around existing facilities either shown in the Drawings or not shown in the Drawings and discovered during construction.

*SC-18.12 Project Sign*

**SC 18.12 Add the following:**

- A. Project signs are not required for this project.

*SC-18.13 Abnormal Weather Conditions Monthly Calculation Sheet*

**SC 18.13 Add the following:**

- A. The Abnormal Weather Conditions Monthly Calculation Sheet is provided in Attachment D to these Supplementary Conditions. It shall be completed, signed, and attached to and submitted with each and every Application for Payment weather Abnormal Weather Condition days are experienced or not.
- B. No Application for Payment will be considered without inclusion of the Abnormal Weather Conditions Monthly Calculation Sheet.



SC-18.14 *Affidavit*

**SC-18.14 Add the following:**

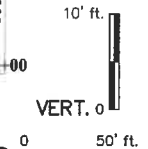
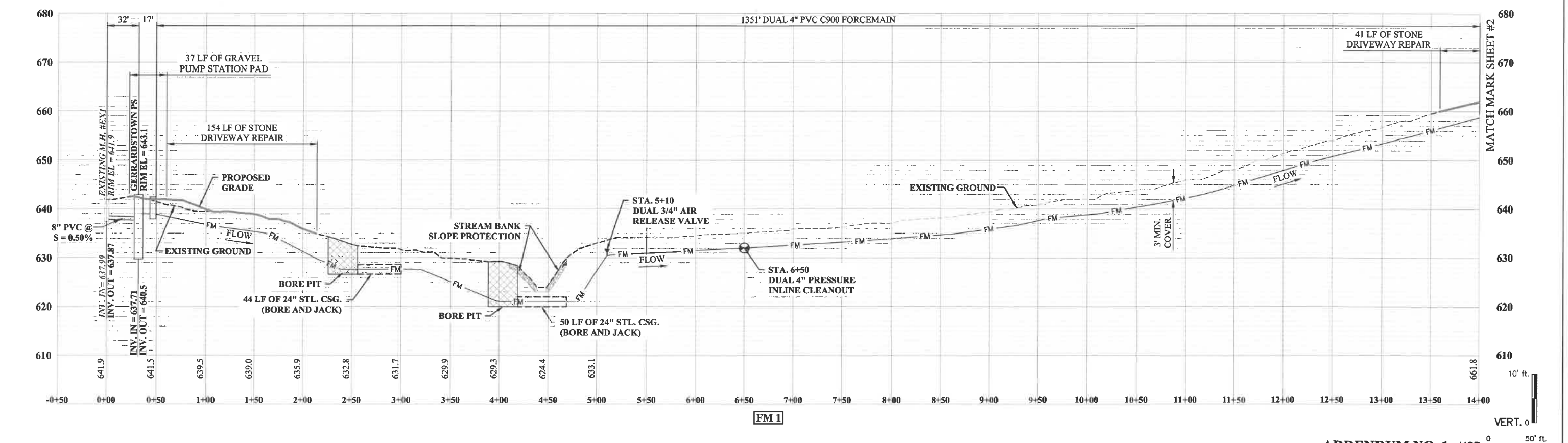
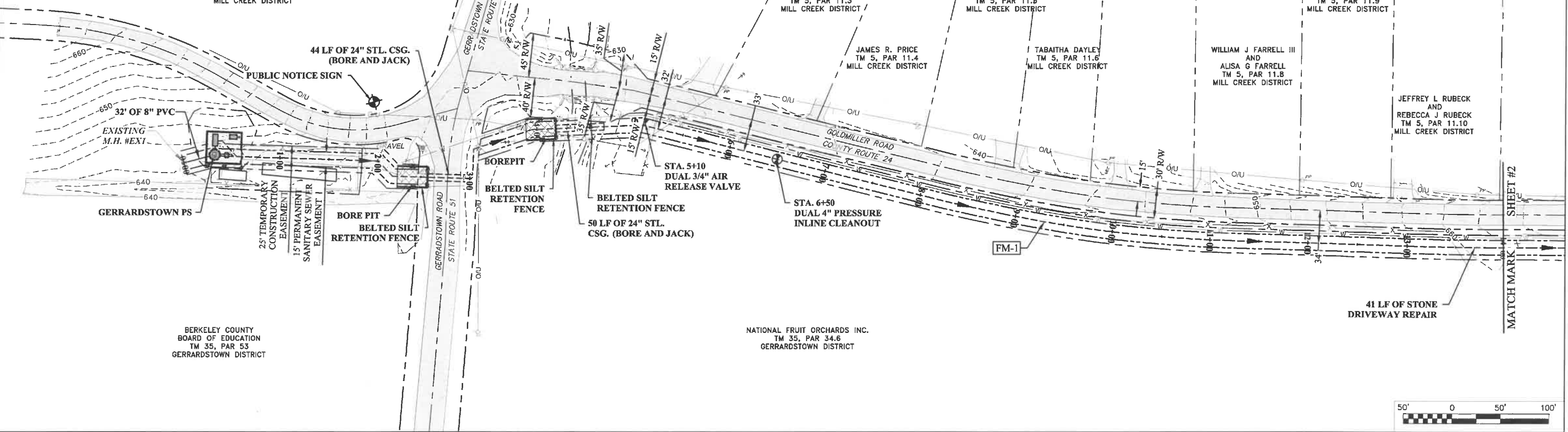
- A. The Contractor shall provide a notarized copy of the Affidavit of Payment, provided as Attachment D, with each pay application**
- B. No Application for Payment will be considered after Contractor receives its first payment without inclusion of the Affidavit.**

SC-18.15 *Unforeseen Conditions in the Work*

**SC 18.15 Add the following:**

- A. A GBR and GDR was not prepared for this project, however there is evidence of rock within the area of Work. If rock is experienced during the construction of the Work, the Contractor shall not consider the experienced rock as unforeseen conditions. Should other unforeseen conditions appear, the Contractor shall notify the RPR or Engineer of the conditions as they are experienced.**

DISTRICT:  
GERRARDSTOWN  
TAX MAP: 35  
MILL CREEK  
TAX MAP 5



**ADDENDUM NO. 1**

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NO.	BY	DATE	DESCRIPTION
1	CLW	4/2021	ADDENDUM NO. 1

SCALE: AS NOTED  
 DRAWN: C. WILKINSON DATE: 10/2020  
 CHECKED: E. ALLBRIGHT DATE: 10/2020  
 APPROVED: D. SMITH DATE: 10/2020  
 SURVEY DATE:  
 FIELD BOOK No.:

**THRASHER**  
 300 ASSOCIATION DRIVE  
 CHARLESTON, WV 25311  
 www.thrashereng.com  
 PHONE (304)-343-7801 FAX (304)-343-7804

PHASE No.	
CONTRACT No.	9
PROJECT No.	020-10024

**BERKELEY COUNTY PSSD  
 BERKELEY COUNTY, WEST VIRGINIA  
 GERRARDSTOWN PUMP STATION  
 FORCEMAIN, AND WWTP DECOMMISSION  
 PLAN AND PROFILE (OPTION 2)**

SHEET No.  
**1A**

CAD FILE: R:\020\020-10024\BPSDD\Gerrardstown PS Drawing\04\_Plan-Sewer Option 2.dwg  
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 LAYOUT: Sheet - 1  
 USER: corrie wilkinson

DISTRICT:  
GERRADSTOWN  
TAX MAP: 35  
MILL CREEK  
TAX MAP 5

JEFFREY L RUBECK  
AND  
REBECCA J RUBECK  
TM 5, PAR 11.10  
MILL CREEK DISTRICT

MARTIN B FRYE  
TM 5, PAR 13  
MILL CREEK DISTRICT

MARTIN B FRYEE  
AND  
WANDA N FRYEE  
TM 5, PAR 12  
MILL CREEK DISTRICT

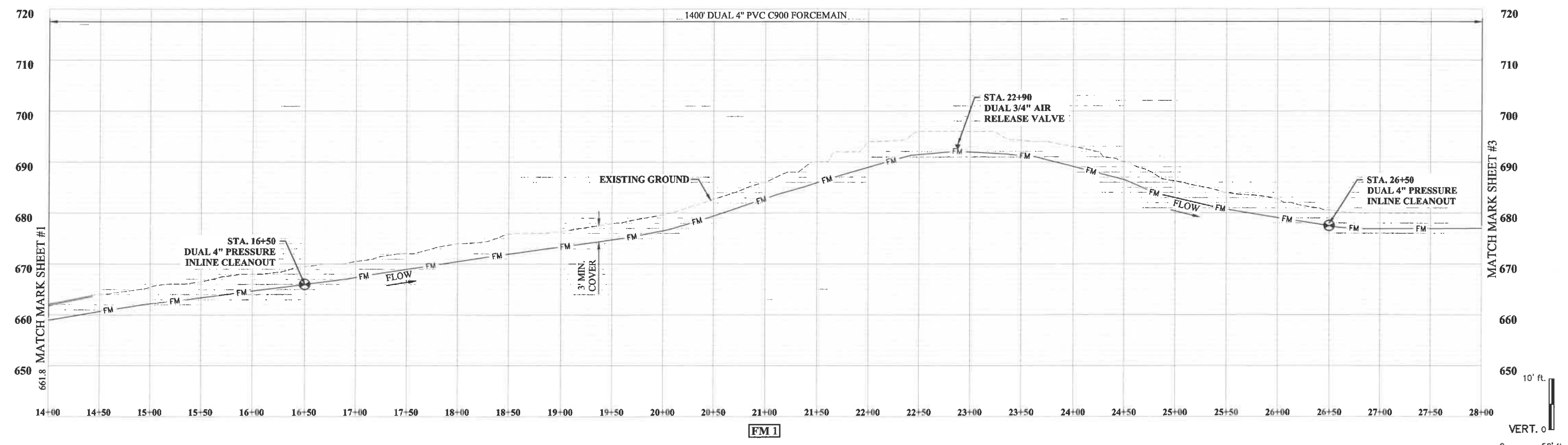
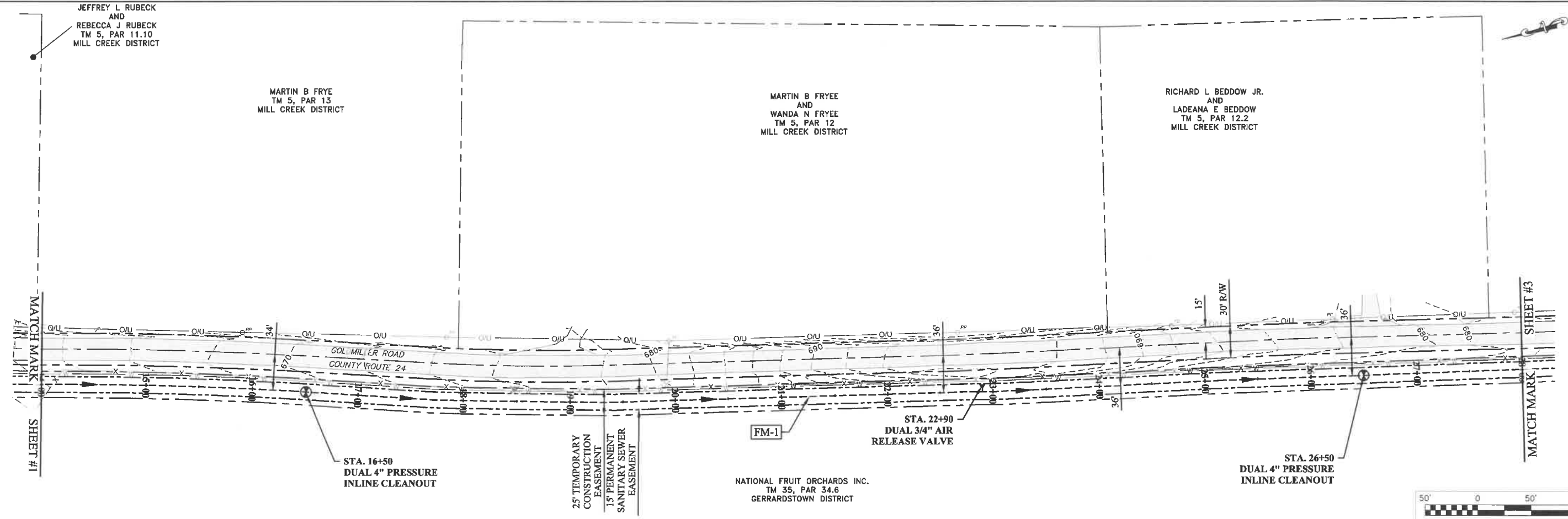
RICHARD L BEDDOW JR.  
AND  
LADEANA E BEDDOW  
TM 5, PAR 12.2  
MILL CREEK DISTRICT

USER: corrie wilkinson

LAYOUT: Sheet - 2

PLOT DATE/TIME: 4/12/2021 3:27 PM

CAD FILE: R:\020\020-10024 BCPSSD Gerradstown PS Drawing\04\_PLAN-SEWER Option 2.dwg



ADDENDUM NO. 1

NO.	BY	DATE	DESCRIPTION
1	CLW	4/2021	ADDENDUM NO. 1

SCALE: AS NOTED  
 DRAWN: C. WILKINSON DATE: 10/2020  
 CHECKED: E. ALLBRIGHT DATE: 10/2020  
 APPROVED: D. SMITH DATE: 10/2020  
 SURVEY DATE:  
 SURVEY BY:  
 FIELD BOOK No.:



300 ASSOCIATION DRIVE  
 CHARLESTON, WV 25311  
 www.thrashereng.com  
 PHONE (304)-343-7801 FAX (304)-343-7804

PHASE No.	
CONTRACT No.	9
PROJECT No.	020-10024

BERKELEY COUNTY PSSD  
 BERKELEY COUNTY, WEST VIRGINIA  
 GERRADSTOWN PUMP STATION  
 FORCEMAIN, AND WWTP DECOMMISSION  
 PLAN AND PROFILE (OPTION 2)

SHEET No.  
**2A**

DISTRICT:  
GERRARDSTOWN  
TAX MAP: 35  
MILL CREEK  
TAX MAP 5

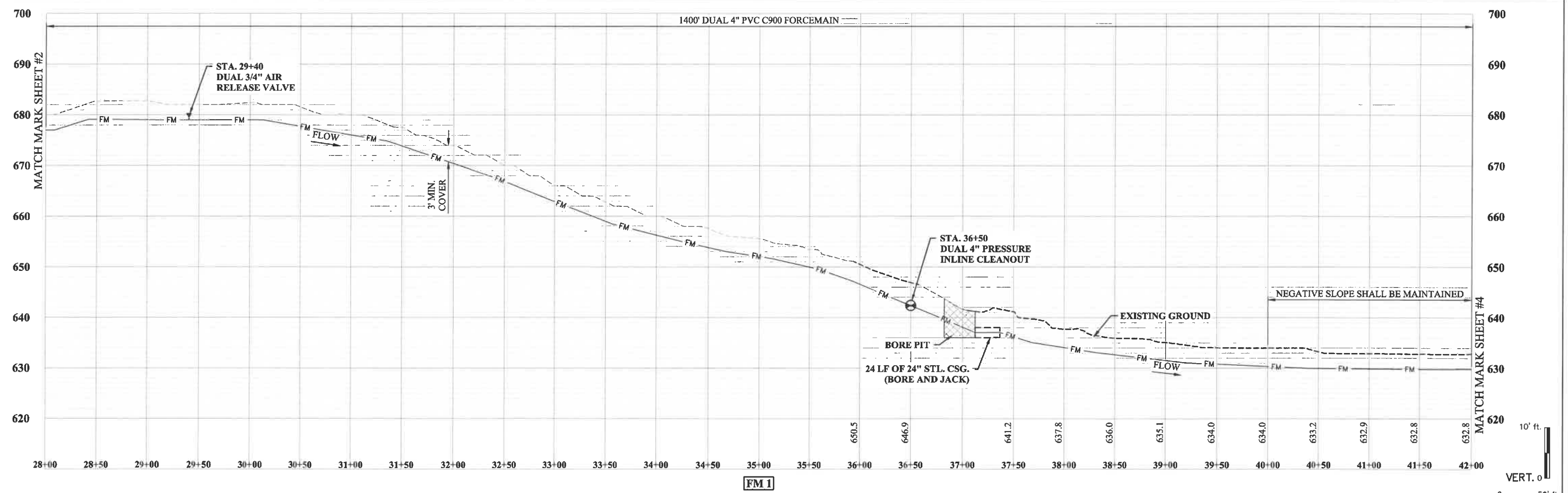
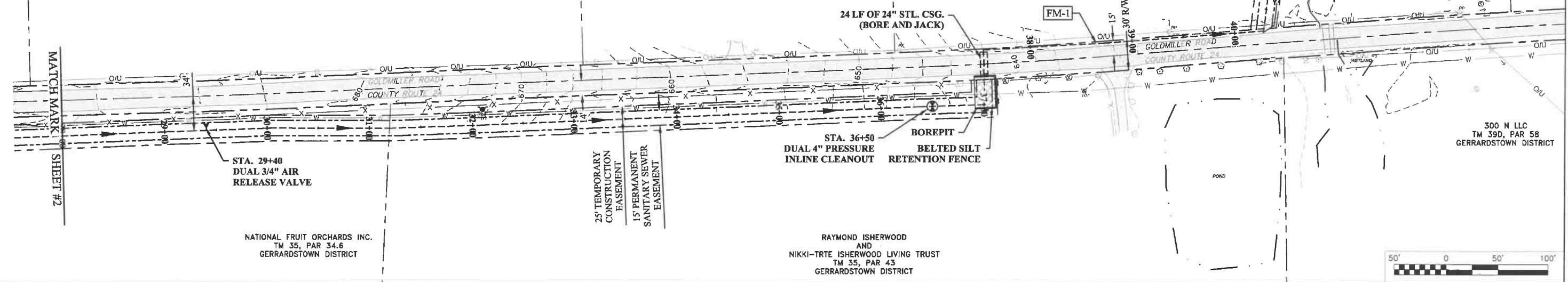
MARTIN B FRYEE  
AND  
WANDA N FRYEE  
TM 5, PAR 12  
MILL CREEK DISTRICT

RONALD R BENNETT  
AND  
MARY KATHLEEN BENNETT  
TM 5, PAR 12.1  
MILL CREEK DISTRICT

MARTIN B FRYEE  
AND  
WANDA N FRYEE  
TM 5, PAR 12  
MILL CREEK DISTRICT

MATCH MARK SHEET #4

25' TEMPORARY  
CONSTRUCTION  
EASEMENT  
15' PERMANENT  
SANITARY SEWER  
EASEMENT



ADDENDUM NO. 1 HOR. 0 50' ft.

CAD FILE: R:\020\020-10024\_BPSSD\_Gerrardstown\_PS\_Drawing\04\_PLAN-SEWER Option 2.dwg PLOT DATE/TIME: 4/12/2021 3:24 PM USER: corrie wilkinson LAYOUT: Sheet - 3

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NO.	BY	DATE	DESCRIPTION
1	CLW	4/2021	ADDENDUM NO. 1

SCALE: AS NOTED  
DRAWN: C. WILKINSON DATE: 10/2020  
CHECKED: E. ALLBRIGHT DATE: 10/2020  
APPROVED: D. SMITH DATE: 10/2020  
SURVEY DATE:  
SURVEY BY:  
FIELD BOOK No.:

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PHASE No.  
CONTRACT No.  
**9**  
PROJECT No.  
**020-10024**

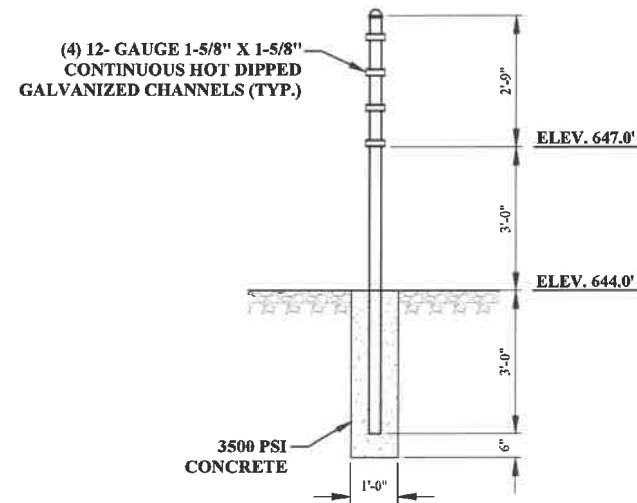
**BERKELEY COUNTY PSSD  
BERKELEY COUNTY, WEST VIRGINIA  
GERRARDSTOWN PUMP STATION  
FORCEMAIN, AND WWTP DECOMMISSION  
PLAN AND PROFILE (OPTION 2)**

SHEET No.  
**3A**

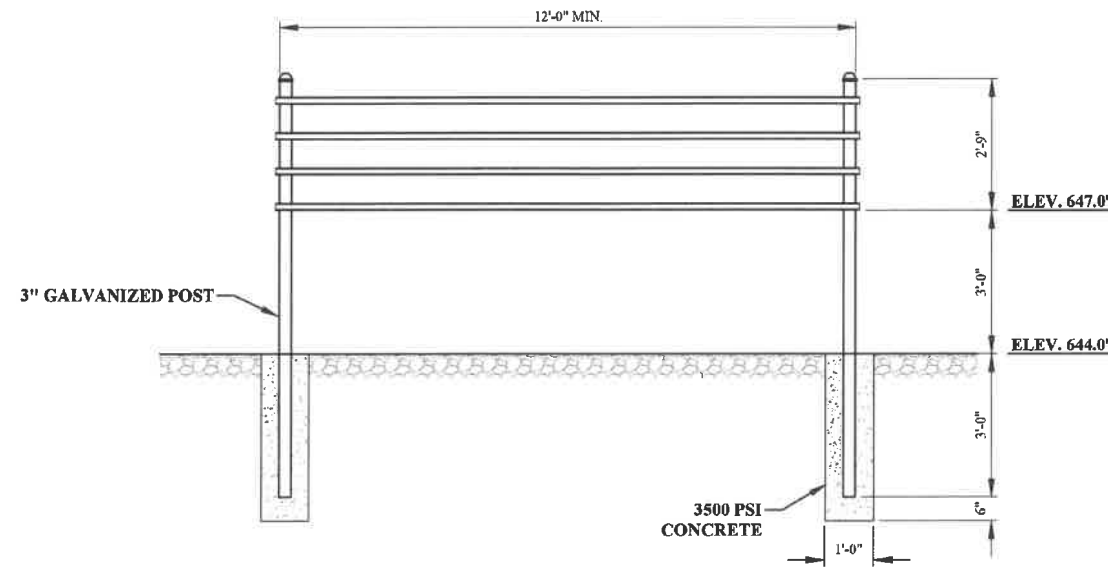
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 PLOT DATE/TIME: 4/13/2021 9:42 AM  
 LAYOUT: Sheet 10  
 USER: corrie wilkinson



TOP VIEW



SIDE VIEW



FRONT VIEW

**CONTROL PANEL DETAILS**

- NOTE:**  
 1. CONTRACTOR TO SUBMIT CONTROL PANEL LAYOUT WITH SUBMITTAL PACKAGE PRIOR TO ORDERING MATERIALS.

**ADDENDUM NO. 1**

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NO.	BY	DATE	DESCRIPTION
1	CLW	4/2021	ADDENDUM NO. 1

SCALE: AS NOTED	
DRAWN: C. WILKINSON	DATE: 10/2020
CHECKED: E. ALLBRIGHT	DATE: 10/2020
APPROVED: D. SMITH	DATE: 10/2020
SURVEY DATE:	
SURVEY BY:	
FIELD BOOK No.:	

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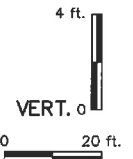
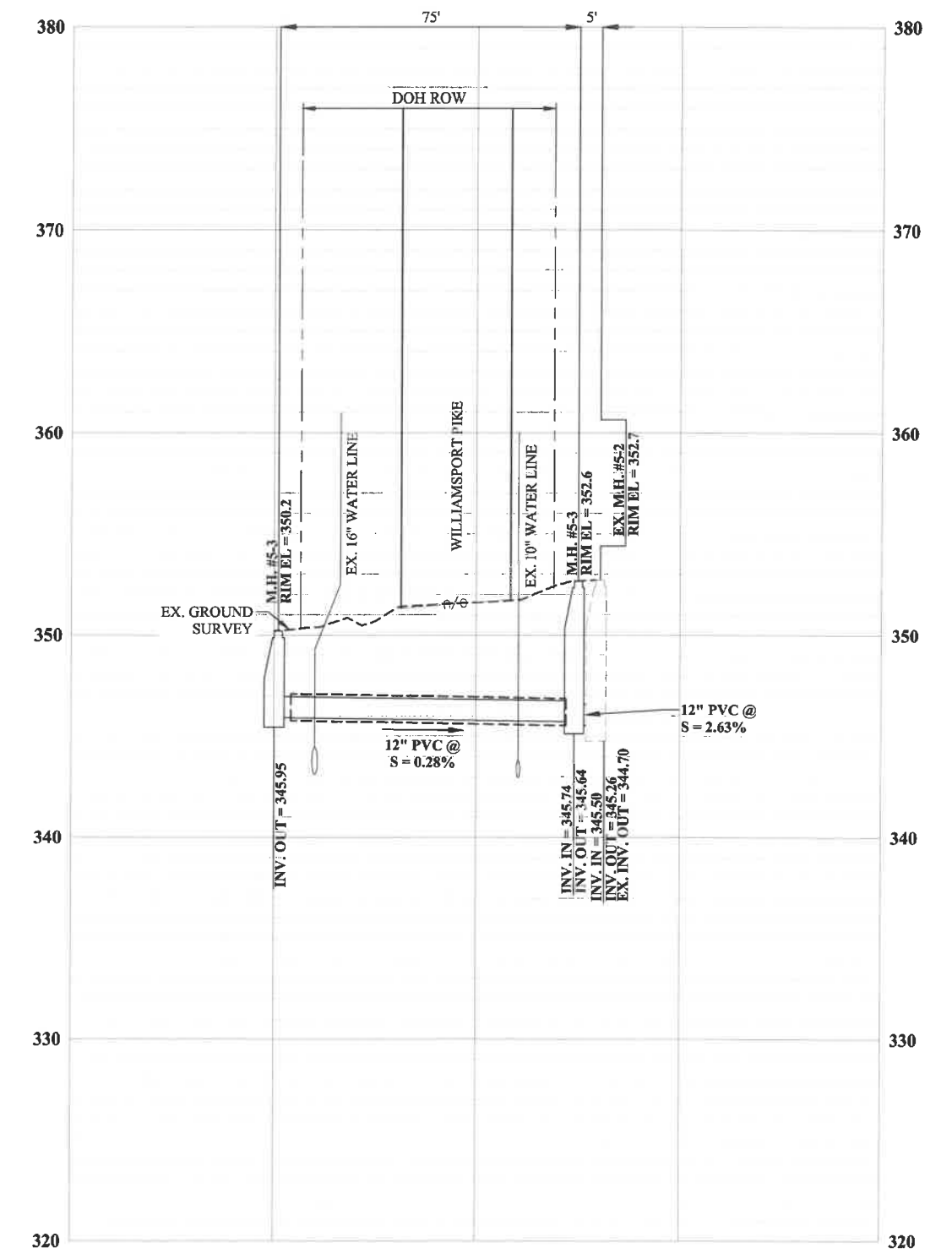
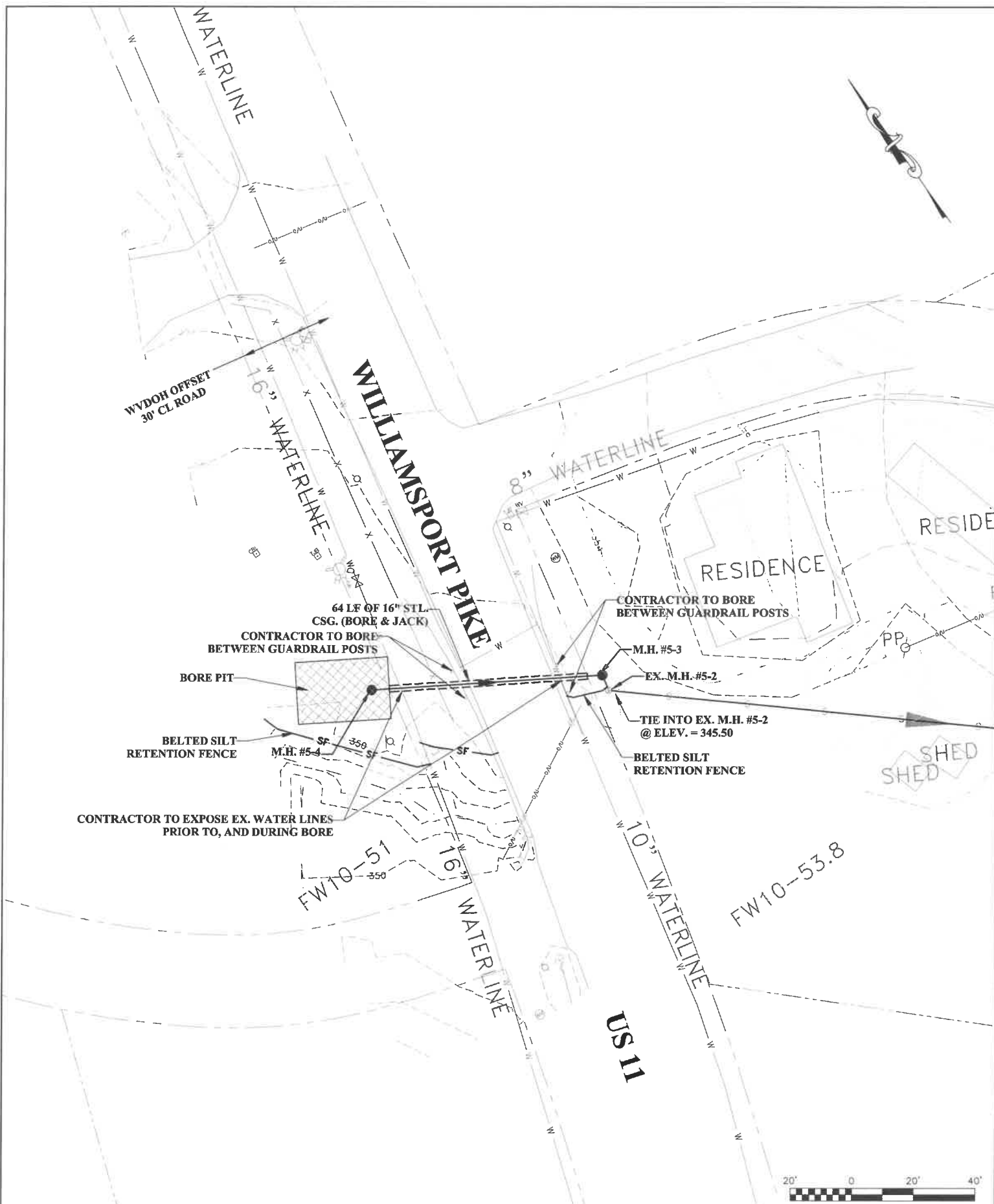
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PHASE No.	
CONTRACT No.	9
PROJECT No.	020-10024

**BERKELEY COUNTY PSSD  
 BERKELEY COUNTY, WEST VIRGINIA  
 GERRARDSTOWN PUMP STATION  
 FORCEMAIN, AND WWTP DECOMMISSION  
 CONTROL PANEL DETAILS**

SHEET No.	<b>10</b>
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CAD FILE: R:\2020\020-10024\_BCPSSD\_Gerrardstown\_PSD\Drawings\Proposed Compground\_Crossing.dwg  
 PLOT DATE/TIME: 4/12/2021 3:19 PM  
 LAYOUT: Sheet 12  
 USER: carrie wilkison



NO.	BY	DATE	DESCRIPTION
1	CLW	4/2021	ADDENDUM NO. 1

SCALE:	AS NOTED
DRAWN:	T. MCKINSEY DATE: 10/2019
CHECKED:	A. URGO DATE: 10/2019
APPROVED:	A. URGO DATE: 10/2019
SURVEY DATE:	
SURVEY BY:	
FIELD BOOK No.:	

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PROJECT No.
202-020-10024

ADDENDUM NO. 1  
 BERKELEY COUNTY PSSD  
 BERKELEY COUNTY, WEST VIRGINIA  
 GERRARDSTOWN PUMP STATION  
 RT. 11 BORE  
 PLAN AND PROFILE

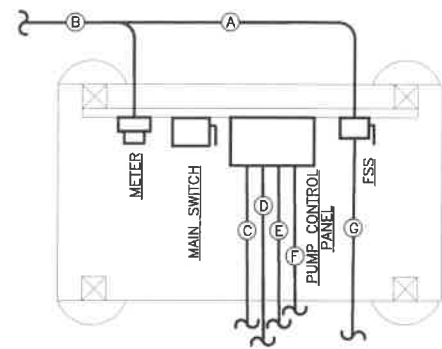
SHEET No.  
**12**

**RISER NOTES:**

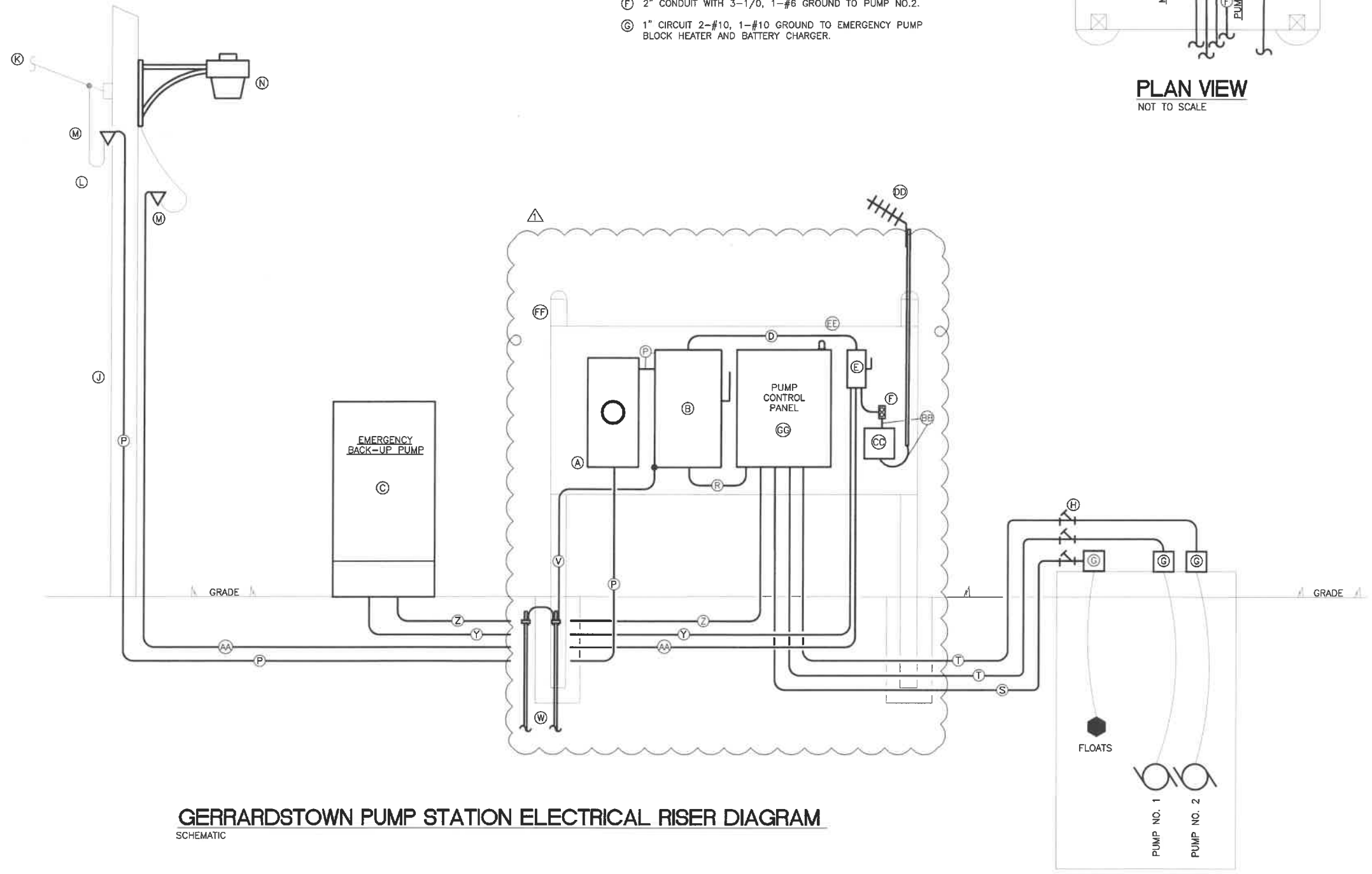
- (A) METER.
- (B) MAIN SWITCH: 3P-400A, 120/240V, 3Ø, 4W HEAVY DUTY NEMA-4X STAINLESS STEEL SERVICE RATED FUSED SAFETY SWITCH WITH 300A FUSES.
- (C) EMERGENCY DIESEL BACK-UP PUMP.
- (D) 1" CONDUIT 3-#10, 1-#10 GROUND.
- (E) 3P-30A, 120/240V, 3Ø, 4W HEAVY DUTY NEMA-4X FUSED SAFETY SWITCH WITH 20A FUSES. ONE FUSE FOR RECEPTACLE AND TELEMETRY AND ONE FUSE FOR POLE LIGHT AND ONE FOR PUMP BLOCK HEATER.
- (F) GFI RECEPTACLE WITH WEATHERPROOF COVER.
- (G) LIQUID TIGHT STAINLESS STEEL JUNCTION BOX.
- (H) SEAL-OFF FITTINGS.
- (J) 25' TREATED POLE.
- (K) 120/240V, 3Ø, 4W OVERHEAD SERVICE BY POWER CO.
- (L) DIP LOOP.
- (M) WEATHERPROOF HEAD.
- (N) POLE LIGHT: HUBBELL #DDL-140L-1 LED DUSK-TO DAWN WITH PHOTO CELL.
- (P) 2 1/2" CONDUIT WITH 4-#350 CABLES.
- (R) 2 1/2" CONDUIT WITH 6-#3, 2-#6 GROUND.
- (S) 1" CONDUIT WITH CONTROLS CONDUCTORS FOR FLOATS PER MANUFACTURER.
- (T) 2" CONDUIT WITH 3-1/0, 1-#6 GROUND.
- (U) 3/4" CONDUIT WITH 2-#10, 1-#10 GROUND.
- (V) #3 COPPER GROUND WIRE.
- (W) GROUND RODS WITH CLAMPS PER N.E.C.
- (X) NOT USED.
- (Y) 1" CIRCUIT WITH 2-#10, 1-#10 GROUND TO EMERGENCY PUMP BLOCK HEATER AND BATTERY CHARGER.
- (Z) 1" CONDUIT WITH CONTROL CONDUCTORS PER EMERGENCY PUMP MANUFACTURER.
- (AA) 1" CONDUIT WITH 2-#10, 1-#10 GROUND TO LIGHT AT POLE.
- (BB) 3/4" CONDUIT WITH 2-#12, 1-#12 GROUND TO RECEPTACLE AND CANOPY LIGHT.
- (CC) TELEMETRY.
- (DD) ANTENNA BY OTHER INSTALL BY ELECTRICAL CONTRACTOR.
- (EE) MOUNTING HARDWARE: PROVIDE FOUR 12 GAUGE 1-5/8"x1-5/8" CONTINUOUS SLOT HOT DIPPED GALVANIZED CHANNELS. SEE FIRST ENERGY SPECS AND DETAILS.
- (FF) SUPPORT POST: PROVIDE TWO 3" MINIMUM GALVANIZED RIGID METAL CONDUIT (RMC). SEE FIRST ENERGY SPECS AND DETAIL.
- (GG) HEAVY DUTY NEMA-4X PUMP CONTROL PANEL.

**PLAN NOTES:**

- (A) 1" CONDUIT WITH 2-#10, 1-#10 GROUND TO LIGHT AT POLE.
- (B) 2 1/2" CONDUIT WITH 4-#350 CABLES.
- (C) 1" CONDUIT WITH CONTROL CONDUCTORS PER EMERGENCY PUMP MANUFACTURER.
- (D) 1" CONDUIT WITH CONTROL CONDUCTORS FOR FLOATS.
- (E) 2" CONDUIT WITH 3-1/0, 1-#6 GROUND TO PUMP NO.1.
- (F) 2" CONDUIT WITH 3-1/0, 1-#6 GROUND TO PUMP NO.2.
- (G) 1" CIRCUIT 2-#10, 1-#10 GROUND TO EMERGENCY PUMP BLOCK HEATER AND BATTERY CHARGER.



**PLAN VIEW**  
NOT TO SCALE



**GERRARDSTOWN PUMP STATION ELECTRICAL RISER DIAGRAM**  
SCHEMATIC

LAYOUT TAB: Sheet 16  
CAD FILE: R:\020\020-10024 BCPSDD Gerrardstown PS\Drawing\6\_Sheet E1 Riser Diagram.dwg  
PLOT DATE/TIME: 4/13/2021 3:11 PM  
USER: fernanda delduque

NO.	BY	DATE	DESCRIPTION
1	FD	4/2021	ADDENDUM NO. 1

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SCALE: 1/2" = 1'-0"	DATE: 10/2020
DRAWN: F. DELDUQUE	DATE: 10/2020
CHECKED: R. STANDISH	DATE: 10/2020
APPROVED: D. SMITH	DATE: 10/2020
SURVEY DATE:	
SURVEY BY:	
FIELD BOOK No.:	

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GERRARDSTOWN PUMP STATION  
FORCEMAIN, AND WWTP DECOMMISSION  
ELECTRICAL RISER DIAGRAM

SHEET No.	<b>E-1</b>
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