

**HARDY COUNTY PUBLIC SERVICE DISTRICT  
HARDY COUNTY, WEST VIRGINIA**

**OLD FIELDS WATER STORAGE TANK**

**ADDENDUM #4**

**DECEMBER 8, 2022**

**THRASHER PROJECT #010-10171**

TO WHOM IT MAY CONCERN:

A Pre-Bid Conference was held on Thursday, September 29, 2022, at 2:00 P.M., for the above-referenced project. This Addendum provides clarifications and addresses questions posed by contractors for the above reference project.

**A. GENERAL**

1. All Bids for this project shall be due at 9:00 AM LPT on Tuesday, December 13, 2022 to the Hardy County Public Library, located at 102 N. Main Street, Moorefield, Hardy County, West Virginia 26836. **ALL BIDS MUST BE RECEIVED BY 9:00 AM.**
2. **THE BID FORM (C-410) HAS BEEN REVISED AND IS INCLUDED AS PART OF THIS ADDENDUM. YOU MUST USE THE REVISED BID FORM WHEN PREPARING YOUR BID PACKAGE FOR THIS PROJECT.**
3. **THE BID OPENING REQUIREMENTS (BOR) HAVE BEEN REVISED AS PART OF THIS ADDENDUM. YOU MUST USE THE REVISED BID OPENING REQUIREMENTS IN PREPARATION OF YOUR BID.**
4. **WV JOBS ACT HAS BEEN ADDED TO THE (BOR).**
5. **DBE REQUIREMENTS HAVE BEEN ADDED TO THE (BOR).**
6. Tank subgrade, grading, and foundation design has been revised as part of this addendum. Please see revised Plan Sheet 5, Plan Sheet 6, Plan Sheet 7, Plan Sheet 8, Plan Sheet 9, Plan Sheet 10, Plan Sheet 11, Plan Sheet 12, and Plan Sheet 15.
7. Bid Items #12, Deductive Alternative #2, and Additive Alternative #1 have been included to account for foundation revisions. The Bid Form has been revised as a part of this addendum. You must use the revised bid opening requirements in preparation of your bid.

**B. SPECIFICATIONS**

Specification Section 011000 SUMMARY – REPLACE Specification Section 011000 with the revised Specification included as part of this addendum.

Specification Section 12000 PRICE AND PAYMENT PROCEDURES – REPLACE Specification Section 12000 with the revised Specification included as part of this addendum.

**C. DRAWINGS**

SHEET Index – ADD Sheet Index to the Contract Drawings included as part of this addendum.

SHEET #4 – ADD Sheet #4 to the Contract Drawings included as part of this addendum.

SHEET #5 – ADD Sheet #5 to the Contract Drawings included as part of this addendum.

SHEET #6 – ADD Sheet #6 to the Contract Drawings included as part of this addendum.

SHEET #7 – ADD Sheet #7 to the Contract Drawings included as part of this addendum.

SHEET #8 – ADD Sheet #8 to the Contract Drawings included as part of this addendum.

SHEET #9 – ADD Sheet #9 to the Contract Drawings included as part of this addendum.

SHEET #10 – ADD Sheet #10 to the Contract Drawings included as part of this addendum.

SHEET #11 – ADD Sheet #11 to the Contract Drawings included as part of this addendum.

SHEET #12 – ADD Sheet #12 to the Contract Drawings included as part of this addendum.

SHEET #15 – ADD Sheet #15 to the Contract Drawings included as part of this addendum.

**D. QUESTIONS AND RESPONSES**

**QUESTION**

1. Sheet 7 shows UE. Can you provide details for this?

**RESPONSE**

The transducer location has been revised, removing the need for the U/E shown on Sheet 7. Sheet 7 has been revised and included as a part of this addendum.

**QUESTION**

2. Can you provide a detail for the ditching at the toe of slope around the new tank?

**RESPONSE**

The ditch at the toe of the slope around the new tank shall be a V-bottom grass swale installed to daylight.

**QUESTION**

3. It does not appear that the drain line will daylight out into the ditch where it is shown on the drawings. Can you clarify the drain line location?

**RESPONSE**

The drain line can be field adjusted to a location off of the southeastern side of the vault. See revised Plan Sheet #7, which was included as a part of this addendum. that will daylight into the ditch.

**E. CLARIFICATIONS**

1. The bidding process is a two (2) envelope system. Envelope No. 1 shall be labeled Bid Opening Requirements and must have the following information presented on the front:

Name and address of Bidder  
Bid on Contract #1 – Old Fields Water Storage Tank  
Received by the Hardy County PSD

Envelope No. 1 will be opened first and the Bid Opening Requirement items will be checked for compliance as outlined on the Bid Opening Checklist (BOR-1). If such documents are found to be in order, Envelope No. 2 “Bid Proposal”, will be opened and will be publicly read aloud. If the documents required to be contained in Envelope No. 1 **are not in order**, Envelope No. 2 “Bid Proposal”, **will not be opened** and the Bid will be considered non-responsive.

Envelope No. 2 labeled “Bid Proposal” shall be placed inside of Envelope No. 1 or separate from Envelope No. 1.

2. The 75 CY Tank Undercut that is included on the Revised Bid Form has been added based on a recommendation of over-excavation to 12 inches below bearing levels. A Revised Geotechnical Report has been prepared and can be provided upon request.
3. The method to determine laboratory maximum dry density has been changed to the Modified Proctor method (ASTM D 1557).
4. The Contractor shall submit a tie-in detail through a submittal based on the type of pile that is included as part of their bid.

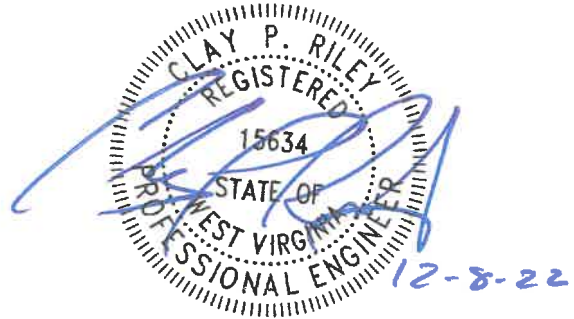
If you have any questions or comments, please feel free to contact me at your earliest convenience. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.



CLAY P. RILEY, P.E.  
Project Manager



- Enclosures    Index
- C-200 Instructions to Bidders
  - BOR
  - C-410 Bid Form
  - DBE Requirements
  - C-800 Supplemental Conditions
  - Specification 11000 – Summary
  - Specification 12000 – Price and Payment Procedures
  - Index Sheet
  - Plan Sheet #4
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  - Plan Sheet #6
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  - Plan Sheet #12
  - Plan Sheet #15

**HARDY COUNTY PUBLIC SERVICE DISTRICT  
HARDY COUNTY, WEST VIRGINIA  
FOR THE  
OLD FIELDS WATER STORAGE TANK**

**- I N D E X -**

**BIDDING DOCUMENTS**

|                          |       |
|--------------------------|-------|
| Advertisement for Bids   | C-111 |
| Instructions to Bidders  | C-200 |
| Bid Opening Requirements | BOR   |
| Bid Forms                | C-410 |

**CONDITIONS OF WORK**

|                                       |       |
|---------------------------------------|-------|
| Notice of Award                       | C-510 |
| Agreement                             | C-520 |
| Performance Bond                      | C-610 |
| Payment Bond                          | C-615 |
| Notice to Proceed                     | C-550 |
| Contractor's Application for Payment  | C-620 |
| Change Order                          | C-941 |
| Memorandum of Negotiation             | M-1   |
| Field Order                           | C-942 |
| Work Change Directive                 | C-940 |
| Certificate of Substantial Completion | C-625 |
| Notice of Acceptability               | C-626 |
| DBE Forms                             | DBE   |
| General Conditions                    | C-700 |

|   |           |
|---|-----------|
| Supplementary General Conditions            | C-800     |
| Additional Supplementary General Conditions | ASGC      |
| <b>TECHNICAL SPECIFICATIONS</b>             |           |
| Summary                                     | 011000    |
| Price and Payment Procedures                | 012000    |
| Submittal Procedures                        | 013300    |
| Quality Requirements                        | 014000    |
| References                                  | 014200    |
| Traffic Control                             | 015700    |
| Execution And Closeout Requirements         | 017000    |
| Construction Waste Management and Disposal  | 017419    |
| Operation and Maintenance Data              | 017823    |
| Project Record Documents                    | 017839    |
| Cast-in-place Concrete                      | 033000    |
| Joint Protection                            | 079000    |
| Joint Sealants                              | 079200    |
| Soils for Earthwork                         | 310513    |
| Aggregates For Earthwork                    | 310516    |
| Clearing, Grubbing, and Restoration         | 311100    |
| Earth Moving                                | 312000    |
| Excavation                                  | 312316    |
| Trenching                                   | 312316.13 |
| Flowable Fill                               | 312323.33 |

Revised per Addendum #4  
December 8, 2022  
312500

|   |           |
|---|-----------|
| Erosion and Sedimentation Controls                                  | 312500    |
| Rubble-stone Riprap   | 313716.13 |
| Concrete Resurfacing, Crushed Stone Resurfacing, and Asphalt Paving | 321216    |
| Stone Surfacing Material  | 321217    |
| Chain Link Fences and Gates   | 323113    |
| Landscaping   | 329119    |
| Seeding and Mulching Table  | 329119.01 |
| Precast Concrete Valve Vaults and Meter Boxes                       | 330517    |
| Utility Identification  | 330526    |
| Water Distribution Piping   | 331113    |
| Water Utility Distribution Valves                                   | 331216    |
| Disinfecting Of Water Utility Distribution                          | 331300    |
| Water Storage Tank Disinfection                                     | 331313    |
| Public Storm Utility Drainage Piping and Structures                 | 334113    |
| Glass Lined Bolted Steel Tanks                                      | 434111    |
| Welded Steel Water Storage Tank                                     | 434113    |
| Hydrodynamic Mixing System  | 434114    |

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. **Only** Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.



1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
  1. Electronic Documents that are available in native file format include:
    - a. **None.**
  2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
  3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
  4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

### ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within (7) days of Owner's request, Bidder must submit the following information:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's West Virginia state contractor license number.
  - D. Subcontractor and Supplier qualification information.

- E. Other required information regarding qualifications.
- 3.02 ~~Prospective Bidders must submit required information regarding their qualifications by [insert deadline for prequalification submittals]. Owner will review the submitted information to determine which contractors are qualified to bid on the Work. Owner will issue an Addendum listing those contractors that Owner has determined to be qualified to construct the project. Bids will only be accepted from listed contractors. The information that each prospective Bidder must submit to seek prequalification includes the following:~~
- ~~A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
  - ~~B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
  - ~~C. Prospective Bidder's state or other contractor license number, if applicable.~~
  - ~~D. Subcontractor and Supplier qualification information.~~
  - ~~E. Other required information regarding qualifications.~~
- 3.03 ~~Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:~~
- ~~A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
  - ~~B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
  - ~~C. Bidder's state or other contractor license number, if applicable.~~
  - ~~D. Subcontractor and Supplier qualification information.~~
  - ~~E. Other required information regarding qualifications.~~
- 3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

#### ARTICLE 4—PRE-BID CONFERENCE

- 4.01 ~~A pre-bid conference will not be conducted for this Project.~~
- 4.02 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.03 ~~A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of qualified Bidders that~~

~~attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum.~~

- 4.04 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

**ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE**

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. ~~Geotechnical Baseline Report (GBR)/Geotechnical Data Report: The Bidding Documents contain a Geotechnical Baseline Report and Geotechnical Data Report (GDR).~~
  - a. ~~As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (“Baseline Conditions”). The GBR is a Contract Document.~~

- ~~b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.~~
  - c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
  - ~~d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.~~
  - e. Engineer will provide a Geotechnical Report, if requested, after a waiver is signed. See Supplementary Conditions.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

#### 5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
- 1. **None.**
- Owner will make copies of these other Site-related documents available to any Bidder on request.
- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
  - C. The other Site-related documents are not part of the Contract Documents.
  - D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
  - E. No other Site-related documents are available.

#### 5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.
- C. A Site visit is scheduled **as indicated at Pre-Bid Conference**. ~~Maps to the Site will be made available upon request.~~

- D. Bidders visiting the Site are required to arrange their own transportation to the Site.
- E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: **As indicated at Pre-Bid Conference**. Bidder must conduct the required Site visit during normal working hours.
- F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. ~~If an Owner safety program exists, it will be noted in the Supplementary Conditions.~~

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

## ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

## ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
- A. As indicated at Pre-Bid Conference.**
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

## ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **(5%)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. **Bid security must be at least 5% of the Bidder's maximum Bid price.**
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

## ARTICLE 9—CONTRACT TIMES

- 9.01 ~~The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.~~
- 9.02 ~~Bidder must set forth in the Bid the time by which Bidder must achieve Substantial Completion, subject to the restrictions established in Paragraph 13.07 of these Instructions. The Owner will take Bidder's time commitment regarding Substantial Completion into consideration during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion within the time such Bidder has designated~~

~~in the Bid. [If applicable include the following: Bidder must also set forth in the Bid its commitments regarding the achievement of Milestones and readiness for final payment.] The Successful Bidder's time commitments will be entered into the Agreement or incorporated in the Agreement by reference to the specific terms of the Bid.~~

- 9.03 Contract Time(s) and Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.01 ~~The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.~~
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 ~~A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.~~
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- A. **Water Storage Tank Supplier.**
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent

Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

## **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.



- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

### ARTICLE 13—BASIS OF BID

#### 13.01 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

#### 13.02 *Base Bid with Alternates*

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

#### 13.03 *Sectional Bids*

- ~~A. Bidders may submit a Bid on any individual section or any combination of sections, as set forth in the Bid Form.~~
- ~~B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.~~
- ~~C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.~~
- ~~D. Bidders offering a Bid on one or more sections must be capable of completing the Work covered by those sections within the time period stated in the Agreement.~~

#### 13.04 *Cost Plus Fee Bids*

- ~~A. Bidders must submit a Bid on the Contractor's fee, which must be in addition to compensation for Cost of the Work. Such fee must be either (1) a fixed fee, (2) percentages of specified categories of costs, or (3) a percentage applicable to the Cost of the Work as a whole, as set forth in the Bid Form.~~
- ~~B. If the Contractor's fee, as set forth in the Bid Form, is to be based on percentages of categories of cost, or on a percentage applicable to the Cost of the Work as a whole, then Bidders must enter a maximum amount limiting the total fee if required by the Bid Form to do so.~~
- ~~C. Bidders must submit a Bid on the Guaranteed Maximum Price, setting a maximum amount on the compensable Cost of the Work plus Contractor's fee, if required by the Bid Form to do so.~~

13.05 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.06 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

13.07 *Price-Plus-Time Bids*

- ~~A. The Owner will consider the time of Substantial Completion commitment made by the Bidder in the comparison of Bids.~~
- ~~B. Bidder must designate the number of days required to achieve Substantial Completion of the Work and enter that number in the Bid Form as the total number of calendar days to substantially complete the Work.~~
- ~~C. The total number of calendar days for Substantial Completion designated by Bidder must be less than or equal to a maximum of [number], but not less than the minimum of [number]. If Bidder purports to designate a time for Substantial Completion that is less than the allowed minimum, or greater than the allowed maximum, Owner will reject the Bid as nonresponsive.~~
- ~~D. The Agreement as executed will contain the Substantial Completion time designated in Successful Bidder's Bid, and the Contractor will be assessed liquidated damages at the rate stated in the Agreement for failure to attain Substantial Completion within that time.~~
- ~~E. Bidder must also designate the time in which it will achieve Milestones, and achieve readiness for final payment. Such time commitments must be consistent with the “Time of Substantial Completion” to which Bidder commits. The Agreement as executed will contain, as binding Contract Times, Successful Bidder's time commitments regarding Milestones, as applicable, and readiness for final payment.~~

**ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted,

the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 16.02 ~~Bids will be opened privately.~~

#### **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of

the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.

D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

~~E. For the determination of the apparent low Bidder when cost plus fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.~~

~~F. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.~~

~~1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder specified time of Substantial Completion in calendar days times the rate for liquidated damages [or other **Owner-designated daily rate**] in dollars per day.~~

~~2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.~~

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for

those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 19—BONDS AND INSURANCE**

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 20—SIGNING OF AGREEMENT**

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### **ARTICLE 21—SALES AND USE TAXES**

- 21.01 Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption will be provided upon execution of agreement). Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

#### **ARTICLE 22—CONTRACTS TO BE ASSIGNED**

#### **ARTICLE 23—FEDERAL REQUIREMENTS**

- 23.01 **If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.**
- 23.02 **Federal requirements in Article 19 of the Supplementary Conditions apply to this Contract.**

**PROPOSED  
OLD FIELDS WATER STORAGE TANK  
FOR THE  
HARDY COUNTY PUBLIC SERVICE DISTRICT  
HARDY COUNTY, WEST VIRGINIA  
THRASHER PROJECT #010-10171**

A two envelope system will be used. Envelope No. 1 will be opened first and the Bid Opening Requirement items checked for compliance, as outlined on this page. If such documents are found to be in order, sealed Envelope No. 2 “Bid Proposal”, which shall also be placed inside of Envelope #1, will then be opened and will be publicly read aloud. If the documents required to be contained in Envelope No. 1 are not in order, Envelope No. 2 “Bid Proposal” will not be opened and the Bid will be considered non-responsive and will be returned to the Bidder. At that time, the Owner will declare the Bidder non-responsive

**BID OPENING REQUIREMENT CHECKLIST**

| <b>Item</b>  | <b>Completed<br/>Satisfactory<br/>(Check if<br/>completed)</b> |
|--|--|
| 1. Bid submitted on time   | _____  |
| 2. Certification of receipt of all addenda to Plans and Specifications. (BOR-2)              | _____  |
| 3. Bid Bond (Sample BOR-3 & 4)   | _____  |
| 4. Certification of Non-Segregated Facilities. (BOR-5)                                       | _____  |
| 5. EEO Certification. (BOR-6)  | _____  |
| 6. West Virginia Code §21-1D-5 Drug Free Workplace Conformance Affidavit (BOR-7 & 8)         | _____  |
| 7. Disadvantaged (Small, Minority and Women’s) Business Enterprises Certification (BOR-9-12) | _____  |
| 8. WV Infrastructure & Jobs Development Council WV Jobs Act (BOR – 13 & 14)                  | _____  |
| 9. Any additional special requirements (by owner, engineer, or other funding sources)        |  |
| 1. Copy of WV Contractor License   | _____  |

**PROPOSED  
OLD FIELDS WATER STORAGE TANK**

**FOR THE**

**HARDY COUNTY PUBLIC SERVICE DISTRICT  
HARDY COUNTY, WEST VIRGINIA**

**Certification of Receipt of Addenda**

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- (a) Bidder has examined copies of all the Contract Documents and the following Addenda:

**Date**

**Number**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer  
(Please Type)

To Be Submitted in Envelope No. 1

### BID BOND (PENAL SUM FORM)

|   |  |
|---|--|
| <b>Bidder</b><br>Name: <b>[Full formal name of Bidder]</b><br>Address <i>(principal place of business)</i> :<br><b>[Address of Bidder's principal place of business]</b>                                      | <b>Surety</b><br>Name: <b>[Full formal name of Surety]</b><br>Address <i>(principal place of business)</i> :<br><b>[Address of Surety's principal place of business]</b> |
| <b>Owner</b><br>Name: <b>Hardy County Public Service District</b><br>Address <i>(principal place of business)</i> :<br><b>2094 US 220 South<br/>Moorefield, WV 26836</b>                                      | <b>Bid</b><br>Project <i>(name and location)</i> :<br><b>Old Fields Water Storage Tank<br/>Hardy County, WV</b><br><br>Bid Due Date: <b>[Enter date bid is due]</b>      |
| <b>Bond</b><br>Penal Sum: <b>[Amount]</b><br>Date of Bond: <b>[Date]</b>  |  |
| Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. |  |
| Bidder<br><hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <i>(Full formal name of Bidder)</i>  | Surety<br><hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <i>(Full formal name of Surety) (corporate seal)</i>                                      |
| By: _____<br><div style="text-align: center;"><i>(Signature)</i></div>  | By: _____<br><div style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></div>  |
| Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>   | Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>  |
| Title: _____  | Title: _____   |
| Attest: _____<br><div style="text-align: center;"><i>(Signature)</i></div>  | Attest: _____<br><div style="text-align: center;"><i>(Signature)</i></div>   |
| Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>   | Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>  |
| Title: _____  | Title: _____   |
| <i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>                                      |  |



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

HARDY COUNTY PUBLIC SERVICE DISTRICT  
OLD FIELDS WATER STORAGE TANK

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CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to contracts, subcontracts, and agreements with Applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause.)

By the submission of this bid, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation and entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

---

Signature

Date

---

Name & Title of Signer (Please type)

NOTE: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

HARDY COUNTY PUBLIC SERVICE DISTRICT  
OLD FIELDS WATER STORAGE TANK

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 FR 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity Clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certificate indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded until such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER

1. Bidder had developed and maintains on file an affirmative action plan pursuant to 41 CFR Part 61-2.  
Yes No

2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
Yes No

3. If #2 above is checked, compliance reports were required to be filed in connection with such contract or subcontract, and all required reports that were due were filed.  
Yes No

NAME AND TITLE OR SIGNER (Please type)

SIGNATURE Date: \_\_\_\_\_

WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED IN THE FIRST ENVELOPE AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT IN THE FIRST ENVELOPE SHALL RESULT IN DISQUALIFICATION OF SUCH BID.



**State of West Virginia**  
**DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT**  
**West Virginia Code §21-1D-5**

**STATE OF WEST VIRGINIA,**

**COUNTY OF \_\_\_\_\_, TO-WIT:**

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

1. I am an employee of \_\_\_\_\_; and,  
(Company Name)
2. I do hereby attest that \_\_\_\_\_  
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

**WEST VIRGINIA FEDERAL FUNDING PROJECT  
AND SPECIAL APPROPRIATION PROJECT (SAP)  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

**REQUIREMENT**

EPA Federal regulation 40 CFR Part 33 – Procurement Under Assistance Agreements stated that loan recipients and contractors must comply with the six affirmative steps as outlined in 33.240, and any other requirements of the State.

**DEFINITIONS**

*Procurement* is the acquisition through order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

*Disadvantaged business enterprises (DBE)* are comprised of minority, women, and small business enterprises.

*A minority business enterprise (MBE)* is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals and (2) whose daily business operations are managed and directed by one or more minority owners.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under Section 5 of Executive Order 11625.

*A woman business enterprise (WBE)* is a business concern that is (1) at least 51 percent owned by one or more women, or in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more women owners.

Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting DBE procurement goals.

*A Subcontract* includes all construction, modification, and service work contracted for by the bidder in the execution of the work under this contract.

**AFFIRMATIVE STEPS**

Recipients shall ensure, to the fullest extent possible, that positive efforts are made to utilize small businesses, including those in rural areas, minority-owned firms, and women-owned business enterprises. To accomplish this goal, contractors must demonstrate positive efforts to comply with the following six (6) affirmative steps:

1. Ensure that small businesses, minority-owned firms, and women-owned business enterprises are used to the fullest extent practicable.
2. Make information available on forthcoming opportunities and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women-owned business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women-owned business enterprises. Where feasible divide total requirements into smaller tasks to permit maximum participation by small businesses, minority-owned firms, and women-owned business enterprises.
4. Establish delivery schedules which encourage participation by small businesses, minority-owned firms, and women-owned business enterprises.
5. A preferred list of DBE firms must be obtained from one of the sources listed below:  
**SOURCE FOR ENGINEERING CONSULTANTS AND CONSTRUCTION SERVICES:**  
WV DOH website:
  - <http://www.transportation.wv.gov/eeo/DBE/Pages/DBEContractorListing.aspx>
  - <https://transportation.wv.gov/crc/DBE/Pages/default.aspx>**SOURCE FOR ALL OTHER PROFESSIONAL SERVICES:**  
Central Contractor Registration website: <https://www.dol.gov/general/business-ccr>
6. If the contractor awards sub-agreements, require the subcontractor to comply with steps (1) through (5) of this section.

#### **FAIR SHARE GOALS**

The bidder agrees that he/she shall make “positive efforts” to subcontract at least 7% (2% MBE/5% WBE) of the total value of the contract. The fair share objective shall be obtained in conformance with the six (6) affirmative steps as outlined.

#### **SPECIFIC POSITIVE EFFORTS**

The bidder’s commitment to the fair share for MBE/WBE business participation constitutes a commitment that it will make positive efforts to meet the fair share. No bidder shall be found to be in noncompliance solely on the account of failure to meet the fair share objective.

Bidders which fail to achieve the fair share and fail to make positive efforts to achieve the fair share may have their bids rejected as non-responsive. Bidders must demonstrate their positive efforts by documentation which includes at least the following:

Documentation of the “affirmative steps” efforts shall include at least the following:

1. Documentation of efforts to solicit the participation of DBE firms. These efforts should include a list of firms contacted, copies of solicitation letters, copies of legal advertisements, etc.
2. Documentation of whether any offers were received from DBE firms.
3. Follow-up letters, phone logs, etc. to determine why no interest was shown in bidding.
4. When MBE/WBE/DBE firm proposal is utilized, include the following:
  - Name of firm
  - Address
  - Telephone number
  - Contact person
  - Type of firm (MBE/WBE/DBE)
  - Type of service(s) provided
  - Amount of subcontract
5. If MBE/WBE/DBE firm making a proposal is not utilized, an explanation as to why a contract is not to be awarded shall be provided.
6. Provide additional information which documents bidder’s assurances that positive steps were taken to comply with the six (6) affirmative steps.

The above documentation shall be submitted to the project engineer within seven (7) calendar days after the bid opening. If this documentation is not submitted within seven (7) calendar days, or if submitted incomplete, the contractor will be declared non-responsive at that time.

The attached MBE/WBE/DBE Certification shall be signed by the contractor’s designated person and included in the first envelope of the two-envelope bid.

Upon contract award, the contractor is required to submit the Subcontracting Tracking form **monthly** until the contract is complete. Reports are still required when there is no subcontracting activity. Any contractor that does not submit the subcontracting form with their invoices should not be reimbursed for costs included on that invoice until they submit the form.



**Disadvantaged (Small, Minority and Women's) Business Enterprises Certification**

I hereby certify that prior to and during my bid preparation for the

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[loan recipient's name and brief project description]

my firm has and/or will follow the Federal EPA six "affirmative steps" as stated in the attached Federal Funding Project or Special Appropriations Project DBE Requirements.

I certify that I have solicited the use of small, minority, and women's businesses in my bid preparation, that I have the documentation of those solicitations, including follow-up efforts.

I certify that the required information as outlined in the above-referenced documentation shall be submitted to the Engineer within seven (7) calendar days after the bid opening. If the information is not submitted within seven (7) calendar days or submitted incomplete, I understand that my bid will be declared non-responsive at that time.

I also certify that I will provide monthly subcontracting information to the loan recipient with my payment invoices regarding procurement activities during that month.

---

Signature

Date

---

Firm Name

---

Name and Title of Signer  
(please print or type)

Certification of Bidder Regarding Compliance with the  
WV Jobs Act (SB 103) WV Code 21-1C-1

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**WV JOBS ACT REQUIREMENTS**

- (a) Contractors shall hire at least 75% of employees for the project from the local labor market.
- Two employees from outside local labor markets are permissible for each employer
  - Employees shall have resided in the local labor market
- (b) Any employer unable to employ the minimum number of employees from the local labor market shall provide the nearest office of the Workforce West Virginia the following:
- (1) the number of qualified employees needed; and
  - (2) a job description of positions to be filled
- (c) If, within 3 business days following the placing of the job order with Workforce West Virginia, Workforce West Virginia is unable to refer any qualified applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicants and permit the employer to fill any positions by the waiver from outside the local labor market.

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**CONTRACTOR REQUIREMENTS**

The contractor hereby agrees to the following:

- (a) Contractor will comply with the WV Jobs Act and will file, or cause to be filed, with Workforce West Virginia copies of waiver certificates and certified payrolls as required by the Act, or other comparable documents that include the number of employees, the county and state where the employees reside and their occupation
- (b) the contractor will follow the procedure established by Workforce West Virginia for efficient collection of the data;
- (c) the contractor will provide with each pay requisition a certification that the contract is in compliance with the WV Jobs Act

|                                      |       |
|--------------------------------------|-------|
| Name & Title of Signer (Please type) |       |
| Signature:                           | Date: |

## **“Local Labor Market”**

For the purposes of S.B. 103, "West Virginia Labor Market" includes all counties in West Virginia and the following out-of-state counties:

### **Kentucky**

Bath, Boyd, Breathitt, Carter, Elliott, Fleming, Floyd, Greenup, Johnson, Knott, Lawrence, Letcher, Lewis, Magoffin, Martin, Menifee, Morgan, Perry, Pike, Rowan, and Wolfe

### **Maryland**

Allegany, Anne Arundell, Baltimore, Carroll, Charles, Frederick, Garrett, Howard, Montgomery, Prince George's, Washington

### **Ohio**

Adams, Athens, Belmont, Carroll, Columbiana, Coshocton, Fairfield, Gallia, Guernsey, Harrison, Hocking, Jackson, Jefferson, Lawrence, Mahoning, Meigs, Monroe, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Portage, Ross, Scioto, Stark, Summit, Trumbull, Tuscarawas, Vinton, Washington

### **Pennsylvania**

Adams, Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cumberland, Fayette, Franklin, Fulton, Greene, Huntingdon, Indiana, Juniata, Lawrence, Mercer, Perry, Somerset, Venango, Washington, Westmoreland, York

### **North Carolina**

Alleghany, Ashe, Surry

### **Tennessee**

Johnson, Sullivan

### **Virginia**

Albermarle, Alleghany, Amherst, Augusta, Bath, Bedford, Bland, Botetourt, Buchanan, Carroll, Clarke, Craig, Culpeper, Dickenson, Fairfax, Fauquier, Floyd, Franklin, Frederick, Giles, Grayson, Greene, Henry, Highland, Lee, Loudoun, Madison, Montgomery, Nelson, Orange, Page, Patrick, Prince William, Pulaski, Rappahannock, Roanoke, Rockbridge, Rockingham, Russell, Scott, Shenandoah, Smyth, Stafford, Tazewell, Warren, Washington, Wise, and Wythe.

### **Washington, D.C.**

All

## **BID FORM FOR CONSTRUCTION CONTRACT**

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 1—OWNER AND BIDDER**

1.01 This Bid is submitted to:

*Hardy County Public Service District  
2094 US 220 South  
Moorefield, WV 26836*

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—ATTACHMENTS TO THIS BID**

2.01 The following documents are submitted with and made a condition of this Bid:

A. Bid Opening Requirements

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

#### **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 the Old Fields Water Storage Tank. 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.

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02 and shown in the bid schedule.

- B. Lump Sum Bids may be one of the following:
  - 1. Lump Sum Price (Single Lump Sum)
  - 2. Lump Sum Price (Base Bid and Alternates)
  - 3. Lump Sum Price (Sectional Lump Sum Bids)
- C. All specified cash allowance(s) are included in the price(s) set forth in the bid schedule, and have been computed in accordance with Paragraph 13.02 of the General Conditions.
- D. All specified contingency allowances are included in the price(s) set forth in the bid schedule, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

3.02 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices as shown in the Bid Schedule.
- 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.

3.03 *Total Bid Price (Lump Sum and Unit Prices)*

**BID SCHEDULE**

**PROPOSED  
OLD FIELDS WATER STORAGE TANK  
FOR THE  
HARDY COUNTY PUBLIC SERVICE DISTRICT  
HARDY COUNTY, WEST VIRGINIA**

*NOTE: Bid PRICE amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.*

| Item # | Qty. | UNIT | DESCRIPTION  | UNIT PRICE | UNIT PRICE WRITTEN IN WORDS | TOTAL PRICE |
|--------|------|------|--|------------|-----------------------------|-------------|
| 1      | 1    | LS   | Mobilization/Demobilization  |            |                             |             |
| 2      | 1    | LS   | Erosion and Sediment Control   |            |                             |             |
| 3      | 1    | LS   | Site Work (Clearing and Grubbing, Grading, Surface Preparation, Necessary Stone, Drainage, Ditches, Reclamation, & Access Road Improvements) |            |                             |             |
| 4      | 1    | LS   | 423,000 Gallon Water Storage Tank, Complete W/Concrete Foundation  |            |                             |             |

| Item # | Qty. | UNIT | DESCRIPTION   | UNIT PRICE | UNIT PRICE WRITTEN IN WORDS | TOTAL PRICE |
|--------|------|------|---|------------|-----------------------------|-------------|
| 5      | 1    | LS   | SCADA Modifications   |            |                             |             |
| 6      | 500  | LF   | 6' Chain Link Fence   |            |                             |             |
| 7      | 1    | LS   | Hydrodynamic Mixing System for 423,000 Gallon Water Storage Tank  |            |                             |             |
| 8      | 1    | LS   | Hydrodynamic Mixing System for 158,000 Gallon Water Storage Tank  |            |                             |             |
| 9      | 150  | LF   | 8" PVC C-900 DR-18 Water Line                                     |            |                             |             |
| 10     | 1    | EA   | Tie-In to Existing Water Line, Complete w/ Gate Valve, Box, & Lid |            |                             |             |
| 11     | 75   | CY   | Tank Undercut   |            |                             |             |

**TOTAL BID:** \_\_\_\_\_

(Words)

(\$

(Words)

(Figures)

**(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)**

**DEDUCTIVE ALTERNATE #1 BID SCHEDULE**

| Item # | Qty. | UNIT | DESCRIPTION   | UNIT PRICE | UNIT PRICE WRITTEN IN WORDS | TOTAL PRICE |
|--------|------|------|---------------|------------|-----------------------------|-------------|
| 11     | 75   | CY   | Tank Undercut |            |                             |             |

**TOTAL DEDUCTIVE ALTERNATE #1 BID:** \_\_\_\_\_ (Words)  
 \_\_\_\_\_ (\$) (Figures)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

**ADDITIVE ALTERNATE #1 BID SCHEDULE**

| Item # | Qty. | UNIT | DESCRIPTION                          | UNIT PRICE | UNIT PRICE WRITTEN IN WORDS | TOTAL PRICE |
|--------|------|------|--------------------------------------|------------|-----------------------------|-------------|
| 1      | 1    | LS   | Existing Valve Vault Piping Upgrades |            |                             |             |

**TOTAL ADDITIVE ALTERNATE #1 BID:** \_\_\_\_\_ (Words)  
 \_\_\_\_\_ (\$) (Figures)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)



**ADDITIVE ALTERNATE #2 BID SCHEDULE**

| Item # | Qty. | UNIT | DESCRIPTION | UNIT PRICE | UNIT PRICE WRITTEN IN WORDS | TOTAL PRICE |
|--------|------|------|-------------|------------|-----------------------------|-------------|
| 1      | 750  | LF   | Micropiling |            |                             |             |

**TOTAL ADDITIVE ALTERNATE #2 BID:** \_\_\_\_\_ (Words)  
 \_\_\_\_\_ (\$) (Figures)

**(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)**

3.04 *Method of Award*

If at the time this contract is to be awarded, the lowest Total Bid submitted by a qualified, responsive, 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 exceeds such amount, the owner may reject all bids.

Awarding of Additive Alternate(s) or application of Deductive Alternate will not change the lowest, responsive, responsible Bidder. The Owner may elect to award or apply any or all of the alternates in no particular order.

- 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 4 BASIS OF BID COST PLUS FEE~~

~~4.01 The Contract Price will be the Cost of the Work, determined as provided in Paragraph 13.01 of the General Conditions, together with the following fee, and subject to the Guaranteed Maximum Price.~~

~~4.02 Contractor's Fee~~

~~A. Contractor's fee will be [number] percent of the Cost of the Work. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions.~~

- ~~1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$[insert cap amount], subject to increases or decreases for changes in the Work.~~

~~B. Contractor's fee will be determined by applying the following percentages to the various portions of the Cost of the Work as defined in Article 13 of the General Conditions. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions:~~

| <b>Costs</b>   | <b>Percent</b> |
|--|----------------|
| <del>Payroll costs (See Paragraph 13.01.B.1, General Conditions)</del> |                |
| <del>Materials and Installed Equipment cost (GC 13.01.B.2)</del>       |                |
| <del>Amounts to be paid to Subcontractors (GC 13.01.B.3)</del>         |                |
| <del>Amount to be paid to special consultants (GC 13.01.B.4)</del>     |                |
| <del>Other costs (GC 13.01.B.5)</del>                                  |                |

- ~~1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$[insert cap amount], subject to increases or decreases for changes in the Work.~~

~~C. Contractor's fee will be the fixed sum of \$[number].~~

4.03 *Guaranteed Maximum Price*

A. ~~The Guaranteed Maximum Price to Owner of the Cost of the Work including Contractor's Fee will not exceed  $\$[\text{Bidder fill in GMP}]$ .~~

~~Deleted~~

~~ARTICLE 5 — PRICE PLUS TIME BID~~

5.01 *Price Plus Time Contract Award (Stipulated Price Contract)*

A. ~~The Bidder to which an award of the Contract will be made will be determined in part on the basis of the Total Bid Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

|     | Description   |                                | Amount              |
|-----|---|--------------------------------|---------------------|
| A   | 1. Total Bid Price  |                                | $\$[\text{number}]$ |
|     | 2. Total number of calendar days to substantially complete the Work | $\{\text{number}\}$ days       |                     |
|     | 3. Liquidated Damages Rate (from Agreement)                         | $\$[\text{number}]/\text{day}$ |                     |
| B   | 4. Adjustment Amount (2 x 3)  |                                | $\$[\text{number}]$ |
| A+B | 5. Amount for Comparison of Bids                                    |                                | $\$[\text{number}]$ |

B. ~~The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is the Total Bid Price.~~

C. ~~Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

5.02 *Price Plus Time Contract Award (Cost Plus Fee with Guaranteed Maximum Price Contract)*

A. ~~The Bidder to which an award of Contract will be made will be determined in part on the basis of the Guaranteed Maximum Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

|     | Description   |                                | Amount              |
|-----|---|--------------------------------|---------------------|
| A   | 1. Guaranteed Maximum Price   |                                | $\$[\text{number}]$ |
|     | 2. Total number of calendar days to substantially complete the Work | $\{\text{number}\}$ days       |                     |
|     | 3. Liquidated Damages Rate (from Agreement)                         | $\$[\text{number}]/\text{day}$ |                     |
| B   | 4. Adjustment Amount (2 x 3)  |                                | $\$[\text{number}]$ |
| A+B | 5. Amount for Comparison of Bids                                    |                                | $\$[\text{number}]$ |

B. ~~The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is based on the cost of the Work, plus a fee, subject to a guaranteed maximum price, as set forth in the Agreement.~~

C. ~~Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

~~Deleted~~

**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 agrees that the Work will be substantially complete on or before ~~on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

**Deleted**

6.03 Bidder agrees that the Work will be substantially complete within ~~within [Bidder inserts number] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.~~

**Deleted**

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

7.01 *Bid Acceptance Period*

A. 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.

7.02 *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.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

| Addendum Number | Addendum Date |
|-----------------|---------------|
|                 |               |
|                 |               |
|                 |               |

**ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

8.01 *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 identified in the Supplementary Conditions 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.

8.02 *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 8.02.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 or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

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)

\_\_\_\_\_

FEDERAL FUNDED SUBCONTRACTING TRACKING  
Contractor/Subcontractor Monthly Tracking Report  
INSTRUCTIONS

Projects federally funded are required to meet Disadvantaged Business Enterprise (DBE) requirements. Prime Contractors on these projects will be required to submit a monthly sub-contracting report stating the amount, if any, awarded to any contractors. These monthly reports identify the total subcontract/procurement **awarded** during that reporting period especially the subcontract/procurement awarded to MBE/WBE/Small firms.

Reports are submitted starting with the month in which the prime contract(s) are awarded, and monthly thereafter until all contracts and sub-contracts have been awarded, or funds are expended in full, whichever occurs last. The monthly reports must be submitted by the 10th day following the end of the month.

**Top Section**

1. Project Name - Self Explanatory
2. Company Name - Name of the Prime Contractor
3. Project Number - number that has been assigned to this project.
4. Reporting Person (for questions) - Name of person preparing form for Prime Contractor
5. Reporting Period - Indicate what month and year this report covers
6. Telephone Number - Phone number of person preparing form for Prime Contractor

**Bottom Section**

1. Sub-Contractor/Supplier and Address - Name and address of DBE professional, subcontractor, supplier, etc.
2. Business Type - Indicate whether the firm is a Minority, Woman-Owned or small Business Enterprise.
3. Award Date - Date that the contract was signed and awarded to the subcontractor, professional, etc.
4. Award Amount - Amount of the contract that was **Awarded**. This is NOT the amount paid to the firm in the month. If a fixed contract amount was not specified in the contract, the bid estimated quantities should be used to calculate the total estimated award.
5. Award Amount By Category - Amount of the contract that was awarded divided up in the type of service: Professional, Construction, Equipment or Supplies.





FEDERAL FUNDED  
DBE QUARTERLY REPORTING FORM

SECTION I

|   |   |
|---|---|
| 1. Reporting Period (Months, Calendar Yr)<br><br>_____  | 2. Reporting Recipient (Name and Address) |
| 1A. Fed/State Reporting Period<br>Fed: FY _____ quarter<br>State: FY _____ quarter  | 2A. Reporting Contact/Phone Number        |
| 4. Total Contract/Procurement Amount Awarded This Period (Not previously reported)  | 3. Project Number                         |
| 5. Actual MBE/WBE Contract/Procurement Amount Awarded This Period (Not previously reported)<br>(If any amounts are reported here, complete Section II.)<br>MBE: _____ WBE: _____ SB: _____ Non-DBE: _____ |   |
| 6. Comments:  |   |
| 7. Name and Title of Authorized Representative  |   |
| 8. Signature of Authorized Representative   | Date                                      |

SECTION II

| Company Name & Address | Business Type (Check One) |     |    |         | Contract Award Date | Contract Award Amount | Category Type (See Below) |
|------------------------|---------------------------|-----|----|---------|---------------------|-----------------------|---------------------------|
|                        | MBE                       | WBE | SB | Non-DBE |                     |                       |                           |
|                        |                           |     |    |         |                     |                       |                           |
|                        |                           |     |    |         |                     |                       |                           |
|                        |                           |     |    |         |                     |                       |                           |
|                        |                           |     |    |         |                     |                       |                           |
|                        |                           |     |    |         |                     |                       |                           |
|                        |                           |     |    |         |                     |                       |                           |
|                        |                           |     |    |         |                     |                       |                           |
|                        |                           |     |    |         |                     |                       |                           |

Category type: Construction (C), Equipment (E), Professional Services (P), Supplies (S)

## FEDERAL FUNDED DBE QUARTERLY REPORTING FORM INSTRUCTIONS

Federal funded loan recipients are required to submit a DBE quarterly reporting form below within 20 days following the end of the federal fiscal quarter. These activity reports identify total contract/procurement awarded during that reporting period, and more specifically, the contract/procurement awarded to MBE/WBE small firms.

Reports are submitted starting with the quarter in which the prime contract(s) are awarded, and quarterly thereafter until all contracts and sub-contracts have been awarded, or funds are expended in full, whichever occurs last.

Federal fiscal quarters are as follows:

- 1st: October - December
- 2nd: January - March
- 3rd: April - June
- 4th: July - September

### Section I

1. Reporting Period - Indicate what months and calendar year this report covers.
2. Reporting Recipient - Name and address of loan recipient.
- 2A. Reporting Contact/Phone Number - Name and phone number of person preparing form.
3. Project Number - number that has been assigned to this project.
4. Total Contract/Procurement Amount Awarded This Period - Total amount of contracts that were entered into with contractors, engineers, project coordinators, and equipment and supplies that were purchased by the loan recipient within the reporting period.  
If this is the recipient's first report, this should include all contracts awarded and procurement made to date.
5. Actual DBE Contract/Procurement Amount Awarded This Period - Total amount of contracts that were entered into with MBE/WBE or small firms, including those subcontract between your contractor(s) or professionals and their subcontractors.  
If any amounts are included in this block, Section II also needs to be completed.
6. Comments - Self explanatory.
7. Name and Title of Authorized Representative - Self-explanatory.
8. Signature of Authorized Representative - Self-explanatory.

### Section II

- Company Name - Name and address of DBE contractor, professional, subcontractor, supplier, etc.
- Business Type - Indicate whether the firm is a Minority, Woman-Owned or small Business Enterprise.
- Contract Award Date - Date that the contract was signed and awarded to the contractor, professional, etc.
- Contract Award Amount - Amount of the contract that was signed. This is NOT the amount paid to the firm.  
If a total contract amount was not specified in the contract, but reimbursement is made based on receipt of goods or completion of services, only then would you indicate the amount paid in the reporting period.
- Category Type - Type of service that was provided by the firm: construction, equipment, professional services, or supplies.

## **SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT**

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

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—for example, "Paragraph SC-4.05."

### **ARTICLE 1—DEFINITIONS AND TERMINOLOGY**

~~No suggested Supplementary Conditions in this Article.~~

**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 at the end of the Paragraph:

The Change Order form to be used on this Project is EJCDC C-941 (2018). Agency approval is required before Change Orders are effective.

**SC-1.01.A.50** – Add the following at the end of the Paragraph:

The Work Change Directive form to be used on this Project is EJCDC C-940 (2018). Agency approval is required before a Work Change Directive is issued. A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

**SC-1.01.A.51 Add the following new Paragraph after Paragraph 1.01.A.50:**

**51. 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**

*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 signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. 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 signed 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 in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

*2.02 Copies of Documents*

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

Owner shall furnish to Contractor **one** printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and **none** in electronic portable document format (PDF).

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

- A. Owner shall furnish to Contractor **2** printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

*2.06 Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

- B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.

- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
  - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
  - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
  - e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
  - f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.
2. ~~System Infrastructure for Electronic Document Exchange~~
- ~~a. Each party will provide hardware, operating system(s) software, internet, e mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.~~
    - ~~1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is [20] MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.~~
    - ~~2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.~~
  - ~~b. Each party is responsible for its own system operations, security, back up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.~~
  - ~~c. Each party will operate and maintain industry standard, industry-accepted, ISO standard, commercial-grade security software and systems that are intended to~~

~~protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.~~

- ~~d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.~~
- ~~e. Each party is responsible for its own back up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post Project back up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.~~
- ~~f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.~~
- ~~g. The parties will bring any non conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.~~
- ~~h. The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project related information. The following conditions and standards will govern use of the Project Website:
  - ~~1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;~~
  - ~~2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;~~
  - ~~3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and~~~~

- ~~4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.~~

~~C. Software Requirements for Electronic Document Exchange; Limitations~~

- ~~1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
  - ~~a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.~~~~
- ~~2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.~~
- ~~3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.~~

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

~~D. Requests by Contractor for Electronic Documents in Other Formats~~

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
  - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
  - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against



Engineer or Owner arising from use of data in Electronic Documents covered by the Request.

- c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
  - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$150 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

### ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

#### 3.01 *Intent*

SC-3.01 — ~~Delete Paragraph 3.01.C in its entirety.~~

### ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01.A – **Delete the last sentence of paragraph.**

#### 4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

##### 5. *Weather-Related Delays*

- a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled. **Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer ~~within five days of the end of the~~ within the pay period of abnormal weather condition event. It is the responsibility of the Contractor to provide the information listed in SC 4.05.C.5.b.**
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

- 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
  - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds **0.10 inches** of precipitation.
  - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: **32** degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: **100** degrees Fahrenheit.
- 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by **National Oceanic and Atmospheric Administration** weather monitoring station at **Petersburg, West Virginia Grant County Airport**.
- 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in Exhibit B—Foreseeable Bad Weather Days.
- 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in Exhibit B—Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

**ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may **review and use at Contractor risk**:

| Report Title | Date of Report | Technical Data            |
|--------------|----------------|---------------------------|
|              |                | [Identify Technical Data] |
|              |                |                           |
|              |                |                           |

- F. ~~The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:~~

| Drawings Title | Date of Drawings | Technical Data            |
|----------------|------------------|---------------------------|
|                |                  | [Identify Technical Data] |
|                |                  |                           |
|                |                  |                           |

- G. Contractor may request copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents from Engineer. Contractor will be required to sign a waiver (Exhibit C). Upon receipt of the signed waiver, reports and drawings will be sent to Contractor.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. ~~The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:~~

| Report Title | Date of Report | Technical Data                       |
|--------------|----------------|--------------------------------------|
|              |                | <del>{Identify Technical Data}</del> |
|              |                |                                      |
|              |                |                                      |

5. ~~The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:~~

| Drawings Title | Date of Drawings | Technical Data                       |
|----------------|------------------|--------------------------------------|
|                |                  | <del>{Identify Technical Data}</del> |
|                |                  |                                      |
|                |                  |                                      |

**ARTICLE 6—BONDS AND INSURANCE**

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. ~~The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be [number—either 2, 3, or other] years after Substantial Completion.~~
2. ~~After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of [number—either 10, 15, or other] percent of the final Contract Price. The warranty bond period will extend to a date [number—either 2, 3, or other] years after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.~~
3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

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-6.02 Add the following paragraph immediately after Paragraph 6.02.H.2 of the General Conditions:

3. For the following Subcontractors, Suppliers, or categories of Subcontractor or Supplier, Contractor shall require the following specified insurance, with policy limits as stated:  
**None.**

6.03 *Contractor's Insurance*

SC-6.03 Add the following paragraph immediately after Paragraph 6.03.B.5 of the General Conditions:

6. Provide updated policies of insurance required to the Engineer on a yearly basis for the life of the project and correction period (as set forth in Paragraph SC-15.08.G).

Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **None.**
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

| <b>Workers' Compensation and Related Policies</b>   | <b>Policy limits of not less than:</b>         |
|---|--|
| <b>Workers' Compensation</b>  |  |
| State   | Statutory                                      |
| Applicable Federal (e.g., Longshoreman's)   | Statutory                                      |
| Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable   | Statutory                                      |
| <b>Jones Act (if applicable)</b>  |  |
| Bodily injury by accident – each accident   | \$   |
| Bodily injury by disease – aggregate  | \$   |
| <b>Employer's Liability</b>   |  |
| Each accident   | \$1,000,000                                    |
| Each employee   | \$1,000,000                                    |
| Policy limit  | \$1,000,000                                    |
| <b>Stop-gap Liability Coverage</b>  |  |
| For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of: | \$ [ <del>Strikethrough if not in Ohio</del> ] |

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
  2. damages insured by reasonably available personal injury liability coverage, and
  3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
    - a. Such insurance must be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  4. Underground, explosion, and collapse coverage.
  5. Personal injury coverage.
  6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
  2. Any exclusion for water intrusion or water damage.
  3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
  4. Any exclusion of coverage relating to earth subsidence or movement.
  5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

| <b>Commercial General Liability</b>               | <b>Policy limits of not less than:</b> |
|---|--|
| General Aggregate                                 | \$2,000,000                            |
| Products—Completed Operations Aggregate           | \$2,000,000                            |
| Personal and Advertising Injury                   | \$1,000,000                            |
| Bodily Injury and Property Damage—Each Occurrence | \$1,000,000                            |

- J. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

| <b>Automobile Liability</b>                               | <b>Policy limits of not less than:</b> |
|---|--|
| <b>Combined Single Limit</b>                              |  |
| Combined Single Limit (Bodily Injury and Property Damage) | \$1,000,000                            |

- K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

| <b>Excess or Umbrella Liability</b> | <b>Policy limits of not less than:</b> |
|-------------------------------------|--|
| Each Occurrence                     | \$1,000,000                            |
| General Aggregate                   | \$2,000,000                            |

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of **\$1,000,000** after accounting for partial attribution of its limits to underlying policies, as allowed above.

- M. *Contractor's Pollution Liability Insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

| <b>Contractor's Pollution Liability</b> | <b>Policy limits of not less than:</b> |
|---|--|
| Each Occurrence/Claim                   | \$1,000,000                            |

| <b>Contractor's Pollution Liability</b> | <b>Policy limits of not less than:</b> |
|---|--|
| General Aggregate                       | \$1,000,000                            |

- N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

| <b>Contractor's Professional Liability</b> | <b>Policy limits of not less than:</b> |
|--|--|
| Each Claim                                 | \$1,000,000                            |
| Annual Aggregate                           | \$1,000,000                            |

- O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

| <b>Railroad Protective Liability Insurance</b> | <b>Policy limits of not less than:</b> |
|--|--|
| Each Claim                                     | \$1,000,000                            |
| Aggregate                                      | \$1,000,000                            |

- P. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

| <b>Unmanned Aerial Vehicle Liability Insurance</b> | <b>Policy limits of not less than:</b> |
|--|--|
| Each Claim   | \$1,000,000                            |
| General Aggregate                                  | \$1,000,000                            |

- Q. *Other Required Insurance:* **None.**

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 ~~Delete Paragraph 6.04.A and insert the following in its place:~~

- ~~A. Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such~~

~~deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.~~

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; ~~earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).~~
  - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
  - b. ~~If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.~~
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of **20% of Total Builders Risk Coverage Amount**.
5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of **20% of Total Builders Risk Coverage Amount**.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.



9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:
  - a. **The Thrasher Group, Inc.**
11. 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**
12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of **20% of Total Builders Risk Coverage Amount.**
13. In addition to the coverage sublimits stated above, the following coverages are also subject to sublimits, as follows:
  - a. **None.**

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

- G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- H. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.
  1. ~~The builder's risk policy (or if applicable the installation floater) will be subject to a deductible amount of no more than \$[number] for direct physical loss in any one occurrence.~~

SC-6.04 Delete Paragraph 6.04.A of the General Conditions and substitute the following in its place:

A. *Installation Floater*

1. Contractor shall provide and maintain installation floater insurance on a broad form or "all risk" policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work ("Covered Property"). Coverage under the Contractor's installation floater will include loss from covered "all risk" causes (perils) to Covered Property:
  - a. of the Contractor, and Covered Property of others that is in Contractor's care, custody, and control;
  - b. while in transit to the Site, including while at temporary storage sites;

- c. while at the Site awaiting and during installation, erection, and testing;
  - d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.
2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.
  3. The installation floater coverage will be in an amount sufficient to protect Contractor's interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.
  4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

## **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

### *7.03 Labor; Working Hours*

**SC-7.03** Amend the first and second sentences of Paragraph 7.03.C 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 state or federal holiday. No Work shall be performed the week of Thanksgiving or Christmas without permission from the Engineer."**

**SC-7.05.A – Amend the third sentence of paragraph 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-7.05.A.1.a.3 – Amend the last sentence of Paragraph a.3 by striking out "and;" and adding a period at the end of Paragraph a.3.**

**SC-7.05.A.1.a.4 – Delete paragraph in its entirety and insert "Deleted."**

**SC-7.06.A.3.a.2 – Remove "and" from the end of paragraph.**

**SC-7.06.A.3.a.3 – Add "; and" to the end of paragraph.**

**SC-7.07.A – Amend by adding the following to the end of the paragraph:**

**The total amount of work subcontracted by the Contractor shall not exceed fifty percent of the Contract price without prior approval from the Owner, Engineer and Agency.**

**SC-7.07.B – Delete paragraph in its entirety and insert "Deleted".**

**SC-7.07.E – Delete the second sentence of paragraph and insert the following in its place:**

**Owner may not require that Contractor use a specific replacement.**

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- B. 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. 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.

7.13 *Safety and Protection*

SC-7.13 Insert the following after the second sentence of Paragraph 7.13.G:

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

## ARTICLE 8—OTHER WORK AT THE SITE

8.02 *Coordination*

SC-8.02 Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B:

- ~~C. Owner intends to contract with others for the performance of other work at or adjacent to the Site.~~
- ~~1. **[Here identify individual or entirety]** shall have authority and responsibility for coordination of the various contractors and work forces at the Site;~~
  - ~~2. The following specific matters are to be covered by such authority and responsibility: **[Here itemize such matters];**~~
  - ~~3. The extent of such authority and responsibilities is: **[Here provide the extent].**~~

## ARTICLE 9—OWNER'S RESPONSIBILITIES

9.13 *Owner's Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner's Site Representative*

- A. ~~Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be **[here identify individual or entity]**. The authority and responsibilities of Owner's Site Representative follow: **[Here describe the duties and activities of the Owner's Site Representative.]**~~

## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

- SC-10.03 ~~Add the following new subparagraph immediately after Paragraph 10.03.A:~~
- ~~1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.~~
- SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:
- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
    1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
    2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
    3. *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 Contractor's proper execution of the Work.
    4. *Review of Work; Defective Work*
      - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
      - b. Observe whether any Work in place appears to be defective.
      - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
    5. *Inspections and Tests*
      - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
      - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
    6. *Payment Requests:* Review Applications for Payment with Contractor.
    7. *Completion*
      - a. Participate in Engineer's visits regarding Substantial Completion.
      - b. Assist in the preparation of a punch list of items to be completed or corrected.

- c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
  - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will 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 construction.
  - 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. Authorize Owner to occupy the Project in whole or in part.
- E. A Listing of the Duties, Responsibilities, and Limitations of Authority of the Project Representative is attached to these Supplementary Conditions as Exhibit D.

## ARTICLE 11—CHANGES TO THE CONTRACT

~~No suggested Supplementary Conditions in this Article.~~

### **SC-11.02.C – Add new paragraph immediately after Paragraph 11.02.B:**

**C. The Engineer or Owner shall contact the Agency for concurrence on each Change Order prior to issuance. All Contract Change Orders must be concurred on (signed) by Agency before they are effective.**

### **SC-11.03.A.2 - Add new Paragraph 11.03.A.2 immediately after Paragraph 11.03.A, which shall be renamed Paragraph 11.03.A.1:**

**2. The Engineer or Owner shall contact the Agency for concurrence on each Work Change Directive prior to issuance. Once authorized by Owner, a copy of each Work Change Directive shall be provided by Engineer to the Agency.**

## ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

## ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

### 13.01 *Cost of the Work*

- SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:  
The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of ***Rental Rate Blue Book applicable for project location/state and year of construction.***
- SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:
- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500. [or insert other threshold price.]

~~SC-13.02.C – Delete paragraph in its entirety and insert “Deleted”.~~

### 13.03 *Unit Price Work*

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

**E. *Adjustments in Unit Price***

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the extended price of a particular item of Unit Price Work amounts to 25 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
  - b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

## ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

~~No suggested Supplementary Conditions in this Article.~~

## ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

### 15.01 *Progress Payments*

**SC-15.01.B.4 – Add the following language at the end of paragraph:**

**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.5 – Add new paragraph immediately after Paragraph 15.01.B.4:**

**5. 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 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 become due thirty (30) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.**

**SC-15.01** Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

**SC-15.02.A – Amend paragraph by striking out the following text: “7 days after”.**

**15.03** *Substantial Completion*

**SC-15.03** 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, will 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 this Article 15.

**15.08** *Correction Period*

**SC-15.08** Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be **one (1)** year after Substantial Completion.

## ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

## ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

### 17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

### 17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:



1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
  2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
  3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
  4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02. [Note: If there is no Paragraph 17.02, because neither arbitration nor any other dispute resolution process has been specified here in the Supplementary Conditions, then revise this to state "Add the following new Paragraph immediately after Paragraph 17.01" and revise the numbering accordingly].

17.03 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

## ARTICLE 18—MISCELLANEOUS

18.08 *Assignment of Contract*

SC-18.08 Add the following new paragraph immediately after Paragraph 18.08.A:

- B. The contract dated **[date]** between Owner as "buyer" and **[identify seller]** as "seller" for procurement of goods and special services ("procurement contract") **[is hereby] [will be]** assigned to Contractor by Owner, and Contractor **[accepts] [will accept]** such assignment. A form documenting the assignment is attached as an exhibit to this Contract.
1. This assignment will occur on the **[Effective Date of the Contract]**, and will relieve the Owner as "buyer" from all further obligations and liabilities under the procurement contract.
  2. Upon assignment, the "seller" will be a Subcontractor or Supplier of the Contractor, and Contractor will be responsible for seller's performance, acts, and omissions, as set forth in Paragraph 7.07 of the General Conditions just as Contractor is responsible for all other Subcontractors and Suppliers.

3. Notwithstanding this assignment, all performance guarantees and warranties required by the procurement contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the Contractor.
4. Except as noted in the procurement contract, all rights, duties and obligations of Engineer to “buyer” and “seller” under the procurement contract will cease **[upon the assignment to Contractor]**.

**SC-18.11 – Add new paragraph immediately after Paragraph 18.10:**

**18.11 Permits**

- 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-18.12 - Add new paragraph immediately after Paragraph 18.11:**

**18.12 Warranty Period**

- 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-18.13 – Add new paragraph immediately after Paragraph 18.12:**

**18.13 Existing Utilities**

- 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 Exhibit E 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-18.14 – Add new paragraph immediately after Paragraph 18.13:**

**18.14 Affidavit**

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

**ARTICLE 19 – FEDERAL REQUIREMENTS**

*SC-19.01 Debarment and Suspension (Executive Orders 12549 and 12689)*

**SC-19.01 Add the following:**

- A. **A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

*SC-19.02 Small, Minority and Women’s Businesses*

**SC-19.02 Add the following:**

- A. **If Contractor intends to let any subcontracts for a portion of the work, Contractor will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:**
  - 1. **Placing qualified small and minority businesses and women's business enterprises on solicitation lists;**
  - 2. **Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;**
  - 3. **Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;**

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

SC-19.03      *Environmental Requirements*

SC-19.03      Add the following:

- A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:
  1. Wetlands – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
  2. Floodplains – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
  3. Historic Preservation - Applicants shall ensure that Contractors maintain a copy of the following inadvertent discovery plan onsite for review:
    - a. If during the course of any ground disturbance related to any Project, any post review discovery, including but not limited to, any artifacts, foundations, or other indications of past human occupation of the area are uncovered, shall be protected by complying with 36 CFR § 800.13(b)(3) and (c) and shall include the following:
      - i. All Work, including vehicular traffic, shall immediately stop within a 50 ft. radius around the area of discovery. The Contractor shall ensure barriers are established to protect the area of discovery and notify the Engineer to contact the appropriate Personnel. The Engineer shall engage a Secretary of the Interior (SOI) qualified professional archeologist to quickly assess the nature and scope of the discovery; implement interim measures to protect the discovery from looting and vandalism; and establish broader barriers if further historic and/or precontact properties, can reasonably be expected to occur.
      - ii. The Personnel shall notify the appropriate RD environmental staff member, the Federal Preservation Officer (FPO), and State Historic Preservation Office (SHPO) immediately. Indian tribe(s) or Native Hawaiian Organization (NHOs) that have an interest in the area of discovery shall be

contacted immediately. The SHPO may require additional tribes or NHOs who may have an interest in the area of discovery also be contacted. The notification shall include an assessment of the discovery provided by the SOI qualified professional archeologist.

iii. When the discovery contains burial sites or human remains, the Contractor shall immediately notify the appropriate personnel who will contact the environmental staff member, FPO, and the SHPO. The relevant law enforcement authorities shall be immediately contacted by onsite personnel to reduce delay times, in accordance with tribal, state, or local laws including 36 CFR Part 800.13; 43 CFR Part 10, Subpart B; and the Advisory Council on Historic Preservation's Policy Statement Regarding treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007).

iv. When the discovery contains burial sites or human remains, all construction activities, including vehicular traffic shall stop within a 100 ft. radius of the discovery and barriers shall be established. The evaluation of human remains shall be conducted at the site of discovery by a SOI qualified professional. Remains that have been removed from their primary context and where that context may be in question may be retained in a secure location, pending further decisions on treatment and disposition. The radius may expand based on the SOI professional's assessment of the discovery and establish broader barriers if further subsurface burial sites, or human remains can reasonably be expected to occur. In consultation with the SHPO and interested tribes or NHOs, a plan shall be developed for the treatment of native human remains.

v. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel shall contact the appropriate legal authorities immediately if the landowner has not already done so.

vi. Work may not resume in the area of the discovery until a notice to proceed has been issued. A notice to proceed shall not be issued until it has been determined that the appropriate local protocols and consulting parties have been consulted.

vii. Inadvertent discoveries on federal and tribal land shall follow the processes required by the federal or tribal entity.

4. **Endangered Species** – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will

**immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.**

**SC – Attachments**

- A. Exhibit A - Software Requirements For Electronic Document Exchange**
- B. Exhibit B – Abnormal Weather Days (Monthly Calculations Sheet)**
- C. Exhibit C – Geotechnical Report Waiver**
- D. Exhibit D – Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative**
- E. Exhibit E – Call Before You Dig**
- F. Exhibit F – Project Sign**
- G. Exhibit G – Affidavit for Pay Estimates**
- H. Exhibit H – Consent of Surety to Final Payment**
- I. Exhibit I – EEO**
- J. Exhibit J - OSHA**

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**EXHIBIT A**

**SOFTWARE REQUIREMENTS FOR  
ELECTRONIC DOCUMENT EXCHANGE**



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Software Requirements for Electronic Document Exchange – NOT INCLUDED

| Item  | Electronic Documents  | Transmittal Means                | Data Format | Note (1) |
|-------|---|----------------------------------|-------------|----------|
| a.1   | General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.   | Email                            | Email       |          |
| a.2   | Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.   | Email w/<br>Attachment           | PDF         | (2)      |
| a.3   | Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment. | Email w/<br>Attachment           | PDF         |          |
| a.4   | Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.               | Email w/<br>Attachment or<br>LFE | PDF         |          |
| a.5   | Layouts and drawings to be submitted to Owner for future use and modification.  | Email w/<br>Attachment or<br>LFE | DWG         |          |
| a.6   | Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.  | Email w/<br>Attachment or<br>LFE | DOC         |          |
| a.7   | Spreadsheets and data to be submitted to Owner for future data processing use and modification.   | Email w/<br>Attachment or<br>LFE | EXC         |          |
| a.8   | Database files and data to be submitted to Owner for future data processing use and modification.   | Email w/<br>Attachment or<br>LFE | DB          |          |
| Notes |   |                                  |             |          |
| (1)   | All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.   |                                  |             |          |
| (2)   | Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.  |                                  |             |          |
| Key   |   |                                  |             |          |
| Email | Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies   |                                  |             |          |
| LFE   | Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)   |                                  |             |          |
| PDF   | Portable Document Format readable by Adobe® Acrobat Reader Version {number} or later  |                                  |             |          |
| DWG   | Autodesk® AutoCAD .dwg format Version {number}  |                                  |             |          |
| DOC   | Microsoft® Word .docx format Version {number}   |                                  |             |          |
| EXC   | Microsoft® Excel .xls or .xml format Version {number}   |                                  |             |          |
| DB    | Microsoft® Access .mdb format Version {number}  |                                  |             |          |

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# **EXHIBIT B**

## **ABNORMAL WEATHER DAYS**

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## ABNORMAL WEATHER CONDITIONS (MONTHLY CALCULATION SHEET)

This Monthly Calculation Sheet shall be completed and provided by the General Contractor with each Periodic Pay Estimate, regardless of whether a claim for additional contract time due to “Abnormal Weather Conditions” is made or not.

**PERIODIC PAY ESTIMATE DATES**

From \_\_\_\_\_

Through \_\_\_\_\_

Claims for “Abnormal Weather Condition” days must meet the following requirements:

1. Claims shall be consistent with the definition of the term “Abnormal Weather Conditions” as defined in Supplemental Conditions Article SC-1.01.A.49.
2. Claims shall be consistent with the definition of the term “Day” as defined in General Conditions Article 1.02.C.1; furthermore, a claim for a “Day” shall be further defined as a day in which no work was conducted in that specific twenty-four (24) hour period by either the General Contractor or any of the General Contractor’s Sub-Contractors.

**NUMBER OF DAYS CLAIMED**

\_\_\_\_\_

Anticipated allowable days due to “Abnormal Weather Conditions” have been determined by climatology data in and around the project area and previous projects constructed in the project area.

**ANTICIPATED ALLOWABLE DAYS**

4  
\_\_\_\_\_

The total number of days being claimed by the General Contractor shall be the number of days claimed minus the number of anticipated allowable days. There will not be a decrease in contract construction time if the General Contractor loses less than the anticipated allowable days of work per month.

**TOTAL NUMBER OF DAYS REQUESTED**

\_\_\_\_\_

**APPROVAL SIGNATURES:**

**OWNER:**

\_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

**ENGINEER:**

\_\_\_\_\_

**FUNDING AGENCY:** \_\_\_\_\_

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# **EXHIBIT C**

## **GEOTECHNICAL REPORT WAIVER**



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**IF NO GEOTECHNICAL REPORT IS  
AVAILABLE FOR THIS PROJECT,  
THE FOLLOWING PAGE IS N/A.**

**EXHIBIT C—GEOTECHNICAL REPORT WAIVER**

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**RECEIPT, NOTICE AND DISCLAIMER**

The undersigned, by the appropriate representative and agent, requests and hereby acknowledges receipt of the attached subsurface information known as Detailed Report of Geotechnical Exploration, Old Fields Water Tank, Hardy County, West Virginia.

The undersigned hereby agrees that the Hardy County Public Service District, The Thrasher Group, Inc., and/or Triad Engineering, Inc. will not be held liable or responsible for any information contained in the soils boring report. The report is being provided for information purposes only, and does not guarantee the accuracy or completeness of the information.

By requesting and receiving the attached information, the undersigned acknowledges, agrees and understands that the undersigned has been given notice as follows:

- (1) The attached information and report is provided to the undersigned only upon the undersigned's specific request.
- (2) The attached information is for informational purposes only and was not prepared for use by contractors in preparing bids for the subject project.
- (3) The attached information carries with it no warranties or representations as to its accuracy.
- (4) The attached information may lead to one or more varying conclusions about the subsurface conditions underlying the subject project, and the project's owner and engineer disclaim responsibility for the accuracy or completeness of the information contained in the attached report.
- (5) Inferences and conclusions drawn from the attached information concerning design, cost estimates, and any matter relating to construction of the subject project, are solely within the judgement and discretion of the undersigned.
- (6) Information concerning subsurface conditions derived from borings, core drillings, or similar techniques, such as provided in the attached report, only reflects conditions at the drilling locations on the dates of drilling. Due to geological characteristics and other subsurface conditions the attached may not provide accurate or reliable information as to subsurface conditions at the site during construction and beyond the boring or core hole itself.
- (7) Reliance and use by the undersigned for any purpose of the attached information, or a portion thereof, is done by the undersigned at its option and at its risk.
- (8) This receipt will remain attached to the front outside cover of the attached information at all times.

DATED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Company or Business

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorized Representative

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract Documents, including General and Supplementary Conditions, and all related Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Access to site.
  - 4. Specification and drawing conventions.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: Old Fields Water Storage Tank.
  - 1. Project Location: Old Fields, Hardy County, West Virginia.
- B. Owner: Hardy County Public Service District
  - 1. Owner's Representative: Logan Moyers, General Manager.
- C. Engineer: The Thrasher Group, Inc.

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. 1 LS Mobilization/Demobilization; 1 LS Erosion and Sediment Control; 1 LS Site Work (Clearing and Grubbing, Grading, Surface Preparation, Necessary Stone, Drainage, Ditches, Reclamation, & Access Road Improvements); 1 LS 423,000 Gallon Water Storage Tank, Complete W/Concrete Foundation; 1 LS SCADA Modifications; 500 LF 6' Chain Link Fence; 1 LS Hydrodynamic Mixing System for 423,000 Gallon Water Storage Tank; 1 LS Hydrodynamic Mixing System for 158,000 Gallon Water Storage Tank; 150 LF 8" PVC C-900 DR-18 Water Line; 1 EA Tie-In to Existing Water Line, Complete w/ Gate Valve, Box, & Lid, 75 CY Tank Undercut.
- B. Type of Contract.
  - 1. Project will be constructed under a **single prime contract**.

a. Old Fields Water Storage Tank

1.5 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

1.6 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. General Requirements: Requirements apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Contract Drawings are described in detail in the Specifications. One or more of the following are used on Contract Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
  3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 CONSTRUCTION SEQUENCE OF EVENTS

1. Contractor shall contact miss utility 1-800-245-4848 for utility locations.
2. Installation of all erosion & sediment control measures.
3. Existing utilities shall be located and test pit shall be used, if necessary, to confirm existing utility locations prior to any earth disturbance.
4. Contractor shall remove existing fence sections as specified on the plan sheet.
5. Contractor shall make improvements to access road, whether improvements are needed for temporary construction or permanent access.

6. Contractor shall perform earthwork activities as described in contract documents. Contractor may only proceed upon concurrence of Owner's Geotechnical representative.
7. Contractor to construct foundation, proposed tank, and valve vault. Begin excavation of new water lines, drain lines, and electrical conduit to new tank.
8. Mixing system shall be installed per manufacturer's recommendations.
9. Proposed tank shall be sanitized in accordance with WVDHHR requirements and put in service.
10. Upon placing new tank in service, telemetry shall be verified, calibrated, and commissioned for proposed tank.
11. Existing tank shall be drained, inspected, and new mixing system shall be installed per manufacturer's recommendations.
12. Existing tank shall be sanitized in accordance with WVDHHR requirements and placed back in service.
13. Upon placing existing tank back in service, telemetry shall be verified and calibrated.
14. Contractor shall complete final grading around tank site and access road.
15. If temporary access is utilized, final reclamation of disturbed areas shall be restored to pre-construction condition.
16. Contractor shall install fencing around tank site.
17. Submit required documents & red line drawings.
18. Project closeout

END OF SECTION 011000

## SECTION 012000 - PRICE AND PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract Documents, including General and Supplementary Conditions, and all related Specification Sections, apply to this Section.

#### 1.2 SECTION INCLUDES

- A. Schedule of Values.
- B. Application for Payment.
- C. Measurement and Payment

#### 1.3 SCHEDULE OF VALUES

- A. Submit printed schedule on Progress Estimate schedule on EJCDC C-620.
- B. Submit Schedule of Values within 20 days after date established in Notice to Proceed.
- C. Format for Lump Sum Project: Use Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section.
- D. Revise schedule to list approved Change Orders with each Application for Payment.

#### 1.4 APPLICATION FOR PAYMENT

- A. Submit six (6) executed copies of each Application for Payment on EJCDC C-620 - Contractor's Application for Payment.
- B. Submit six (6) copies of executed copies of Abnormal Weather Conditions forms regardless if any days are claimed or not and Affidavit of Payment.
- C. If required in the Contract Documents, submit six (6) American Iron and Steel Qualifying and De Minimus Materials List.
- D. Payment Period: Submit at intervals stipulated in the Agreement.

#### 1.5 MEASUREMENT AND PAYMENT

- A. Take measurements and compute quantities. Engineer will verify measurements and quantities.

- B. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Actual quantities provided shall determine payment.
- C. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- D. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- E. Measurement of Quantities:
  - 1. Weigh Scales: Inspected, tested, and certified by state in which work is being performed or state of origin of materials within past year.
  - 2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
  - 3. Metering Devices: Inspected, tested, and certified by state in which work is being performed or state of origin of materials within past year.
  - 4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
  - 5. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
  - 6. Measurement by Area: Measured by square dimension using mean length and width or radius.
  - 7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
  - 8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

F. Payment

- 1. **General Conditions, Supplemental General Conditions, Specification Section 011000 through 017839 Except for General Conditions - Mobilization/Demobilization, Section 015000 - Temporary Facilities and Controls and Section 015700 Traffic Control.**

**Incidental**

- A. The cost of this work shall be included in the lump sum bid price(s) and/or unit bid price(s) for the bid item(s) for which it is required.
- B. No additional compensation shall be made.

- 2. **General Conditions – Mobilization/Demobilization**

**Bid Item – Mobilization/Demobilization**

- A. When a lump sum bid item for Mobilization/Demobilization is provided in the Bid Form, this work shall be paid for at the lump sum bid price for construction preparatory operations including, but not limited to, the movement of personnel and equipment to the project site and



the establishment of field office(s), building(s), and/or other facilities, and the installation of the project sign if a sign is required in the Supplemental General Conditions

- B. Partial payment not exceeding three percent (3%) of the awarded total contract bid price shall be made as part of the first application for payment after mobilization is completed. The balance of this lump sum bid price shall be paid for as part of the first application for payment after substantial completion.
- C. No deduction shall be made, nor shall any increase be made, in the lump sum bid price for Mobilization regardless of any decreases or increases in the final total contract price or for any other cause.
- D. No additional compensation shall be made.

**3. Section 015000 – Temporary Facilities and Controls**

**Incidental**

- A. When a lump sum bid item for Field Office and Sheds is not provided in the Bid Form and a lump sum bid item for Mobilization/Demobilization is provided in the Bid Form, this work shall be included in the lump sum bid price for Mobilization/Demobilization.

**4. Section 033000 – Cast-in-Place Concrete**

**Incidental**

- A. The cost of this work shall be included in the lump sum bid price(s) and/or unit bid price(s) for the bid item(s) for which cast-in-place concrete is required.
- B. No additional compensation shall be made.

**5. Section 079000 – Joint Protection**

**Incidental**

- A. The cost of this work shall be included in the lump sum bid price(s) and/or unit bid price(s) for the bid item(s) for which joint protection is required. No additional compensation shall be made.

**6. Section 079200 – Joint Sealants**

**Incidental**

- A. The cost of this work shall be included in the lump sum bid price(s) and/or unit bid price(s) for the bid item(s) for which joint sealant is required. No additional compensation shall be made.

**7. Section 310513 – Soils for Earthwork**

**Incidental**

- A. The cost for this work shall be included in the lump sum bid price(s) and/or unit bid price(s) for the bid item(s) for which soils for earthwork is required.
- B. No additional compensation shall be made.

**8. Section 310516 – Aggregates for Earthwork**

**Incidental**

- A. The cost for this work shall be included in the lump sum bid price(s) and/or unit bid price(s) for the bid item(s) for which aggregates for earthwork is required.
- B. No additional compensation shall be made.

**9. Section 311100 – Clearing, Grubbing, and Restoration**

**Bid Item – Site Work (Clearing and Grubbing, Grading, Surface Preparation, Necessary Stone, Drainage, Ditches, Reclamation, & Access Road Improvements)**

- A. The cost for this work is provided in the Bid Form, this work shall be paid for at the lump sum bid price.
- B. No additional compensation shall be made.
- C. All trees and vegetation within temporary construction easement limits shall be cleared (and grubbed is so specified) unless the property owner indicates in writing that certain trees are to remain, and that the property owner will assume all responsibilities for removal of the trees in the future. Any such letter from the property owner shall be submitted to the Engineer for the record. This bid item shall include all labor and costs associated with clearing and grubbing, site grading, surface preparation, necessary stone, drainage, ditches, reclamation, and access road improvements as reflected on the contract documents and plan sheets.
- D. Unless otherwise provided, all earth moving is unclassified regardless of the material encountered. No additional compensation shall be made for rock, dewatering or removal of other unsuitable material.

**10. Section 312000 – Earth Moving**

**Bid Item – Tank Undercut**

- A. The cost of this work is provided in the Bid Form, this work shall be paid for at the cubic yard bid price
- B. This cost for this work shall include, but not be limited to the over-excavation of 12 inches below bearing levels of the water storage tank.
- C. No additional compensation shall be made.

**Bid Item – Micropiling**

- A. The cost of this work is provided in the Bid Form, this work shall be paid for at the linear foot bid price.

- B. The cost of this work shall include but not be limited to the drilling, materials, mud mat and installation of the micro piles.
- C. No additional compensation shall be made.

**11. Section 312316 – Excavation**

**Incidental**

- A. The cost of this work shall be included in the lump sum bid price(s) and/or unit bid price(s) for the bid item(s) for which excavation is required. No additional compensation shall be made.
- B. Unless otherwise provided, all excavation shall be unclassified regardless of the material encountered. No additional compensation shall be made for rock or any soft or otherwise unsuitable material. No additional compensation shall be made for dewatering and/or sheet piling.

**12. Section 312316.13 – Trenching**

**Incidental**

- A. The cost of this work shall be included in the lump sum bid price(s) and/or unit bid price(s) for the bid item(s) for which trenching is required. No additional compensation shall be made.
- B. Unless otherwise provided, all excavation shall be unclassified regardless of the material encountered. No additional compensation shall be made for rock or any soft or otherwise unsuitable material. No additional compensation shall be made for dewatering and/or sheet piling.

**13. Section 312323.33 – Flowable Fill**

**Incidental**

- A. The cost for this work shall be in the lump sum bid price(s) and/or unit bid price(s) for which Flowable Fill is required.
- B. No additional compensation shall be made.

**14. Section 312500 – Erosion and Sedimentation Controls**

**Bid Item – Erosion and Sedimentation Controls – Lump Sum**

- A. When a lump sum bid item of Erosion and Sedimentation Controls is provided in the Bid Form, this work shall be paid for at the lump sum bid price for all erosion and sedimentation controls at all locations directly and/or indirectly disturbed by the project.
- B. All operation and maintenance costs as well as recordkeeping and reporting costs shall be included in the lump sum bid item.

- C. No additional compensation shall be made.

**15. Section 313716.13 – Rubble Stone Rip Rap**

**Incidental**

- A. The cost for this work shall be preparation, material and installation as required on contract drawings or to meet requirement of erosion control.
- B. The work shall be paid for by a unit bid price in place, complete.

**16. Section 321217 – Stone Surfacing Material**

**Incidental**

- A. The cost of this work shall be included in the lump sum bid price(s) and/or unit bid price(s) for the bid item(s) for which stone surfacing material is required.

**17. Section 323113 – Chain Link Fences and Gates**

**Bid Item – 6’ Chain Link Fence**

- A. The cost for this work shall be paid for at the linear foot unit bid price(s) for chain link fence.
- B. The cost for tying into existing fence shall be incidental this Bid Item.
- C. The cost for removing existing fencing and installing temporary fencing surrounding the existing tank shall be incidental to this Bid Item.
- D. No additional compensation shall be made.

**18. Section 329119 - Landscaping**

**Incidental**

- A. The cost of this work shall be paid for at the lump sum bid price(s) and/or unit bid price(s) as provided in the Bid Form for reclamation.

**19. Section 330526 – Utility Identification**

**Incidental**

- A. The cost of this work shall be included in the lump sum bid price(s) and/or unit bid price(s) for which utility identification is required.
- B. No additional compensation shall be made.

**20. Section 330517 – Pre-Cast Concrete Valve Vaults and Meter Boxes**

**Bid Item- SCADA Modifications**

- A. The cost of this work shall be paid for at the lump sum bid price(s) and/or unit bid price(s) as provided in the Bid Form for SCADA Modifications.
- B. The cost of this work shall include but not be limited to abandoning existing tap in existing valve vault, 3/4" tap on existing 6" water line, 3/4" Type "K" Copper, and all other necessary appurtenances.
- C. No additional compensation shall be made.

**21. Section 331113 – Water Distribution Piping**

**Polyvinyl Chloride Water Line, for nominal inside diameters of 4" through 12":**  
**Bid Item – 8" PVC C-900 DR-18 Water Line - Per Linear Foot**

**Tie-In of New Water Line to Existing Water Line**

**Bid Item – Tie-In to Existing Water Line, Complete w/ Gate Valve Box, & Lid – Per Each**

- A. The cost for water line work shall be paid for at the linear foot unit bid price(s) for the size, type, and classification of water line pipe as provided in the Bid Form.
- B. The cost for water line work shall include, but not be limited to, bedding (where required in the Drawings and/or Specifications), water line pipe, polyethylene encasement for ductile iron pipe (where required in the Drawings and/or Specifications) traceable wire and related appurtenances (where required in the Drawings and/or Specifications), detectable warning tape, all fittings and concrete thrust blocks, shown in the Drawings, mechanical joint retainer restraints at all fittings shown in the Drawings, and concrete thrust blocks for fittings shown in the Drawings.
- C. The cost for all fitting(s) and concrete thrust block(s) shown in the plans shall be included in the linear foot unit bid price(s) of the water line pipe. All mechanical joint fittings shall include mechanical joint retainer restraints at all fittings. No additional compensation shall be made.
- D. Fitting adaptors for iron pipe size pipe to ductile iron pipe fittings shall be provided for all fittings. No additional compensation shall be made.
- E. The cost for a tie-in of a new water line to an existing water line shall include, but not be limited to, all fitting(s), solid sleeve and/or couplings, a gate valve (including a valve box with lid, a concrete foundation, a valve box adaptor, and a concrete stabilizing block), traceable wire and related appurtenances (where required in the Drawings and/or Specifications), detectable warning tape, concrete thrust blocking, test pit to locate existing water line, and all other appurtenances required in the Drawings and/or the Specifications.

**22. Section 331216 – Water Utility Distribution Valves**

**Incidental**

- A. The cost of this work shall be included in the lump sum bid price(s) and/or unit bid price(s) for which valves are required.

- B. The cost of the valve shall include, but not be limited to, a valve, mechanical joint retainer restraints at mechanical joint connections, a valve box with lid, a concrete foundation, a valve box adaptor, a valve box plug, a concrete stabilizing block, traceable wire and related appurtenances (where required in the Drawings and/or Specifications), and detectable warning tape, and all other appurtenances required in the Drawings and/or Specifications.
- C. Restoration of Disturbed Area, Concrete Resurfacing, Crushed Stone Resurfacing, and Asphalt Paving shall be paid for under other Bid Items(s) specified elsewhere.

**23. Section 331300 – Disinfecting of Water Utility Distribution**

**Incidental**

- A. The cost of this work shall be included in the lump sum bid price(s) and/or unit bid price(s) for which disinfection is required.
- B. No additional compensation shall be made.

**Water for Flushing and Disinfection**

The Owner will provide to the Contractor, at no cost, up to four (4) times the volume of the water stored in the water lines installed in this Contract for use by the Contractor in flushing and disinfecting. Costs for volumes in excess of these amounts will be paid for by the Contractor to the Owner at the Leak Adjustment Rate or Bulk Water Rate, whichever is greater, published in the Water Purveyor's Tariff.

**24. Section 331313 – Water Storage Tank Disinfection**

**Incidental**

- C. The cost of this work shall be included in the lump sum bid price(s) and/or unit bid price(s) for which disinfection is required.
- D. No additional compensation shall be made.

**Water for Flushing and Disinfection**

The Owner will provide to the Contractor, at no cost, the volume of the water stored in the water tank installed in this Contract for use by the Contractor in flushing and disinfecting. Costs for volumes in excess of these amounts will be paid for by the Contractor to the Owner at the Leak Adjustment Rate or Bulk Water Rate, whichever is greater, published in the Water Purveyor's Tariff.

**25. Section 434111 – Glass Lined Bolted Steel Tanks**

**Bid Item – 423,000 Gallon Water Storage Tank, Complete w/ Concrete Foundation**

- A. The cost for this work shall be paid for by lump bid price(s). The cost shall include excavation, tank, foundation, tank disinfection, and underground electrical conduits. All work and material necessary for a complete and operable tank.

**26. Section 434113 – Welded Steel Tanks**

**Bid Item – 423,000 Gallon Water Storage Tank, Complete w/ Concrete Foundation**

- A. The cost for this work shall be paid for by lump bid price(s). The cost shall include excavation, tank, foundation, tank disinfection, and underground electrical conduits. All work and material necessary for a complete and operable tank.

**27. Section 434114 – Hydrodynamic Mixing System**

**Bid Item – Hydrodynamic Mixing System for 423,000 Gallon Water Storage Tank**

**Bid Item – Hydrodynamic Mixing System for 158,000 Gallon Water Storage Tank**

- A. The cost of this work shall be included in the lump sum bid price(s) for the mixing systems for each respective tank.
- B. These Bid Items shall include the purchase, installation, and commissioning of a tank mixing system for the existing and proposed water storage tanks per Lump Sum.

**28. General Specifications**

- A. The contract Specifications references provided attempt to outline the Contract Bid Item payment methodology for work to be performed. In the event of variation between the Bid Form and the preceding specification section measure and payment descriptions, the Contractor shall contact the Engineer before making any assumptions and proceeding with the Bid Item work or part thereof in question.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 012000

**DRAWING INDEX**

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| SHEET #PL)    | PROJECT LOCATION MAP                 |
| SHEET #1)     | EXISTING SITE PLAN                   |
| SHEET #2)     | SEDIMENT AND EROSION CONTROL PLAN    |
| SHEET #3)     | PROPOSED SITE DEMO AND UPGRADE PLAN  |
| SHEET #4)     | PROPOSED SITE PIPING PLAN            |
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| SHEET #13)    | GLASS LINED TANK DETAILS             |
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| SHEET #15)    | PROPOSED PILING LAYOUT AND NOTES     |
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| SHEET #DET-4) | EROSION AND SEDIMENT CONTROL DETAILS |
| SHEET #DET-5) | EROSION AND SEDIMENT CONTROL DETAILS |

**UTILITY AGENCIES SERVING PROJECT AREA**

**WEST VIRGINIA DIVISION OF HIGHWAYS**  
DISTRICT FIVE  
PO BOX 99 (ROUTE 50)  
BURLINGTON, WV 26710  
(681) 320-2000

**MISS UTILITY**  
1-800-245-4848

**RESPONSE TEAMS:**  
**NATIONAL RESPONSE CENTER FOR REPORTING CHEMICAL OR OIL SPILLS**  
1-800-424-8802  
**STATE EMERGENCY SPILL NOTIFICATION**  
1-800-542-3074  
**AMBULANCE, FIRE, LAW ENFORCEMENT**  
911

**ELECTRIC**  
SHENANDOAH VALLEY ELECTRIC COMPANY  
PO BOX 36  
147 DINKEL AVE.  
MT. CRAWFORD, VA 22841  
(540) 434-2000

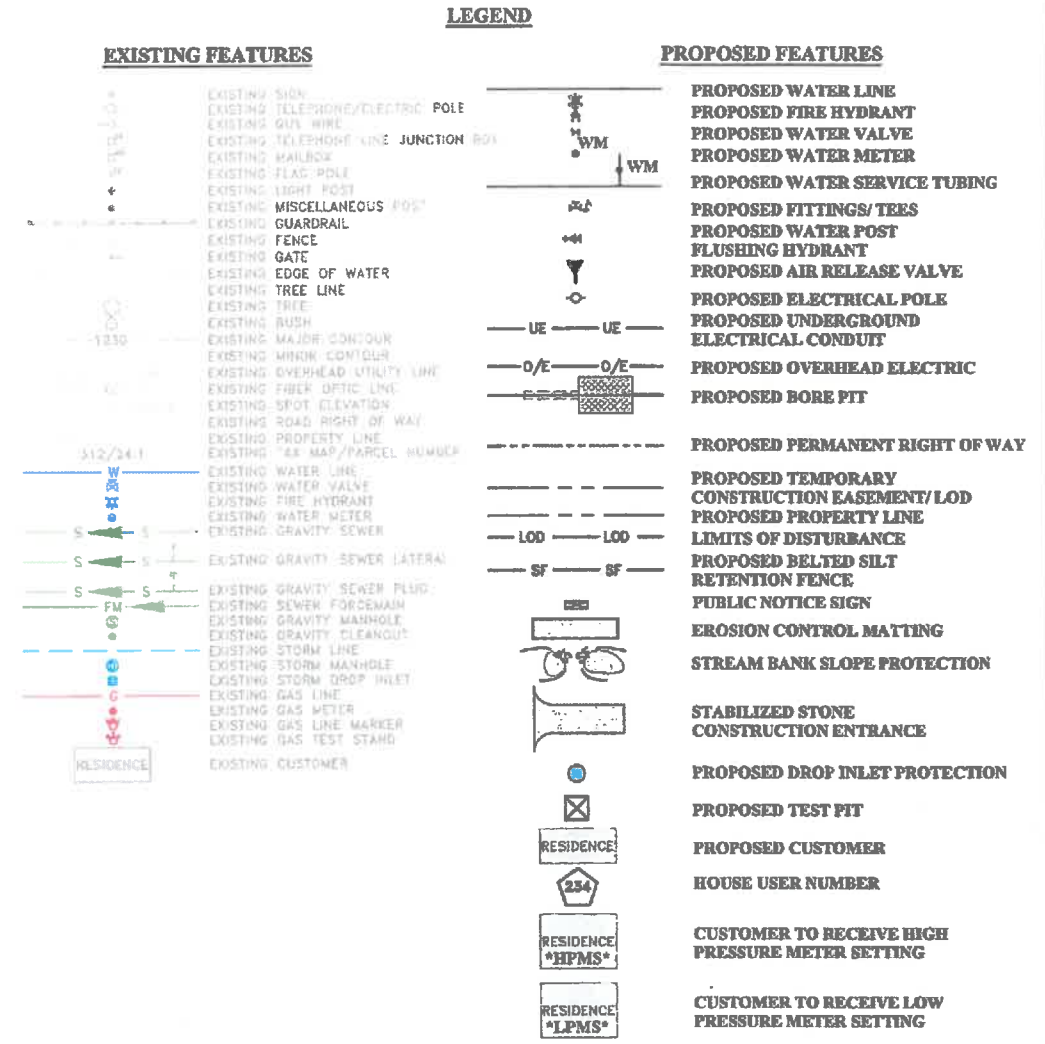
**GAS**  
COLUMBIA GAS TRANSMISSION  
419 UPPER COVE ROAD  
MATHIAS, WV 26812  
(304) 897-5921

**GAS**  
SHENANDOAH GAS DIVISION  
350 HILLDALE ROAD  
WINCHESTER, VA 22602  
(540) 869-1111

**WATER**  
HARDY COUNTY PSD  
PO BOX 209 / 2094 US 220 S  
MOOREFIELD, WV 26836  
(304) 530-3048

**SEWER:**  
MOOREFIELD PUBLIC WORKS  
206 WINCHESTER AVE.  
MOOREFIELD, WV 26836  
(304) 530-6142

**PHONE**  
HARDY TELECOMMUNICATIONS  
2255 KIMSEYS RUN ROAD  
LOST RIVER, WV 26810  
(304) 897-9911



- ANTICIPATED CONSTRUCTION SEQUENCE OF EVENTS:**
1. CONTRACTOR SHALL CONTACT MISS UTILITY 1-800-245-4848 FOR UTILITY LOCATIONS.
  2. INSTALLATION OF ALL EROSION & SEDIMENT CONTROL MEASURES.
  3. EXISTING UTILITIES SHALL BE LOCATED AND TEST PIT SHALL BE USED, IF NECESSARY, TO CONFIRM EXISTING UTILITY LOCATIONS PRIOR TO ANY EARTH DISTURBANCE.
  4. CONTRACTOR SHALL REMOVE EXISTING FENCE SECTIONS AS SPECIFIED ON THE PLAN SHEET.
  5. CONTRACTOR SHALL MAKE IMPROVEMENTS TO ACCESS ROAD, WHETHER IMPROVEMENTS ARE NEEDED FOR TEMPORARY CONSTRUCTION OR PERMANENT ACCESS.
  6. CONTRACTOR SHALL PERFORM EARTHWORK ACTIVITIES IN ACCORDANCE WITH GEO-TECHNICAL REPORT AND ONLY PROCEED AFTER CONCURRENCE WITH QUALIFIED GEO-TECHNICAL REPRESENTATIVE HAS BEEN OBTAINED.
  7. CONTRACTOR TO CONSTRUCT FOUNDATION, PROPOSED TANK, AND VALVE VAULT. BEGIN EXCAVATION OF NEW WATER LINES, DRAIN LINES, AND ELECTRICAL CONDUIT TO NEW TANK.
  8. MIXING SYSTEM SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
  9. PROPOSED TANK SHALL BE SANITIZED IN ACCORDANCE WITH WVDHHR REQUIREMENTS AND PUT IN SERVICE.
  10. UPON PLACING NEW TANK IN SERVICE, TELEMETRY SHALL BE VERIFIED, CALIBRATED, AND COMMISSIONED FOR PROPOSED TANK.
  11. EXISTING TANK SHALL BE DRAINED, INSPECTED, AND NEW MIXING SYSTEM SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
  12. EXISTING TANK SHALL BE SANITIZED IN ACCORDANCE WITH WVDHHR REQUIREMENTS AND PLACED BACK IN SERVICE.
  13. UPON PLACING EXISTING TANK BACK IN SERVICE, TELEMETRY SHALL BE VERIFIED AND CALIBRATED.
  14. CONTRACTOR SHALL COMPLETE FINAL GRADING AROUND TANK SITE AND ACCESS ROAD.
  15. IF TEMPORARY ACCESS IS UTILIZED, FINAL RECLAMATION OF DISTURBED AREAS SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION.
  16. CONTRACTOR SHALL INSTALL FENCING AROUND TANK SITE.
  17. SUBMIT REQUIRED DOCUMENTS & RED LINE DRAWINGS.
  18. PROJECT CLOSEOUT.

CLAY P. RILEY  
REGISTERED  
15634  
STATE OF WEST VIRGINIA  
PROFESSIONAL ENGINEER  
12-8-22  
CLAY P. RILEY, P.E. WV #15634

**WVIJDC #2021W-2035**  
**ARPA**

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DRAWN: P. LANTZ DATE: 5/2022  
CHECKED: DATE:  
APPROVED: DATE:  
SURVEY DATE:  
SURVEY BY:  
FIELD BOOK No.:

**THRASHER**  
THE THRASHER GROUP, INC.  
CIVIL • ENVIRONMENTAL • CONSULTING • FIELD SERVICES  
600 WHITE OAKS BOULEVARD, BRIDGEPORT, WV 26330  
PHONE (304) 624-4108 • FAX (304) 624-7831

PHASE No.  
CONTRACT No.  
PROJECT No.  
**010-10171**

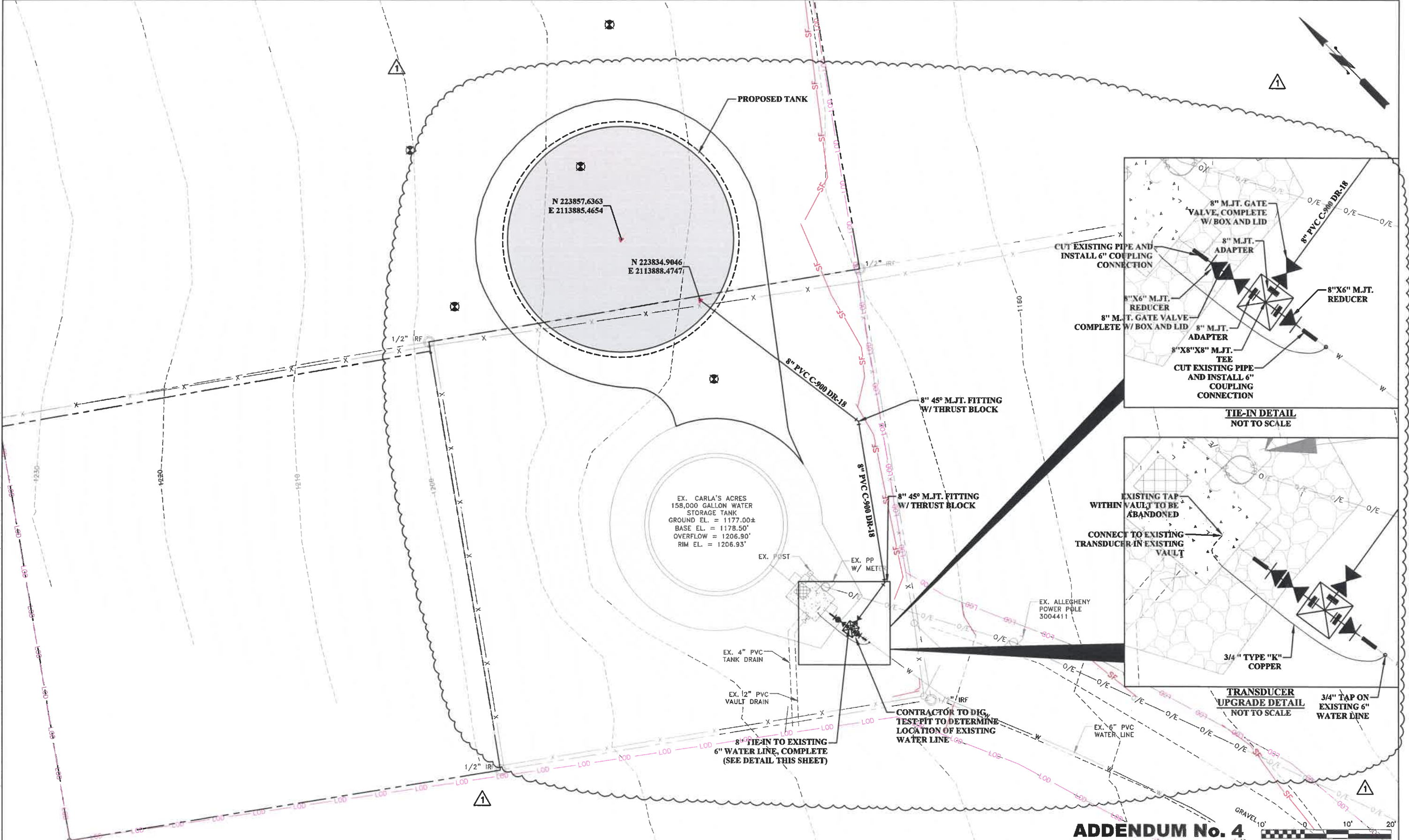
HARDY COUNTY PUBLIC SERVICE DISTRICT  
OLD FIELDS WATER  
STORAGE TANK  
HARDY COUNTY, WEST VIRGINIA  
MAIN INDEX

SHEET No.  
**INDEX**

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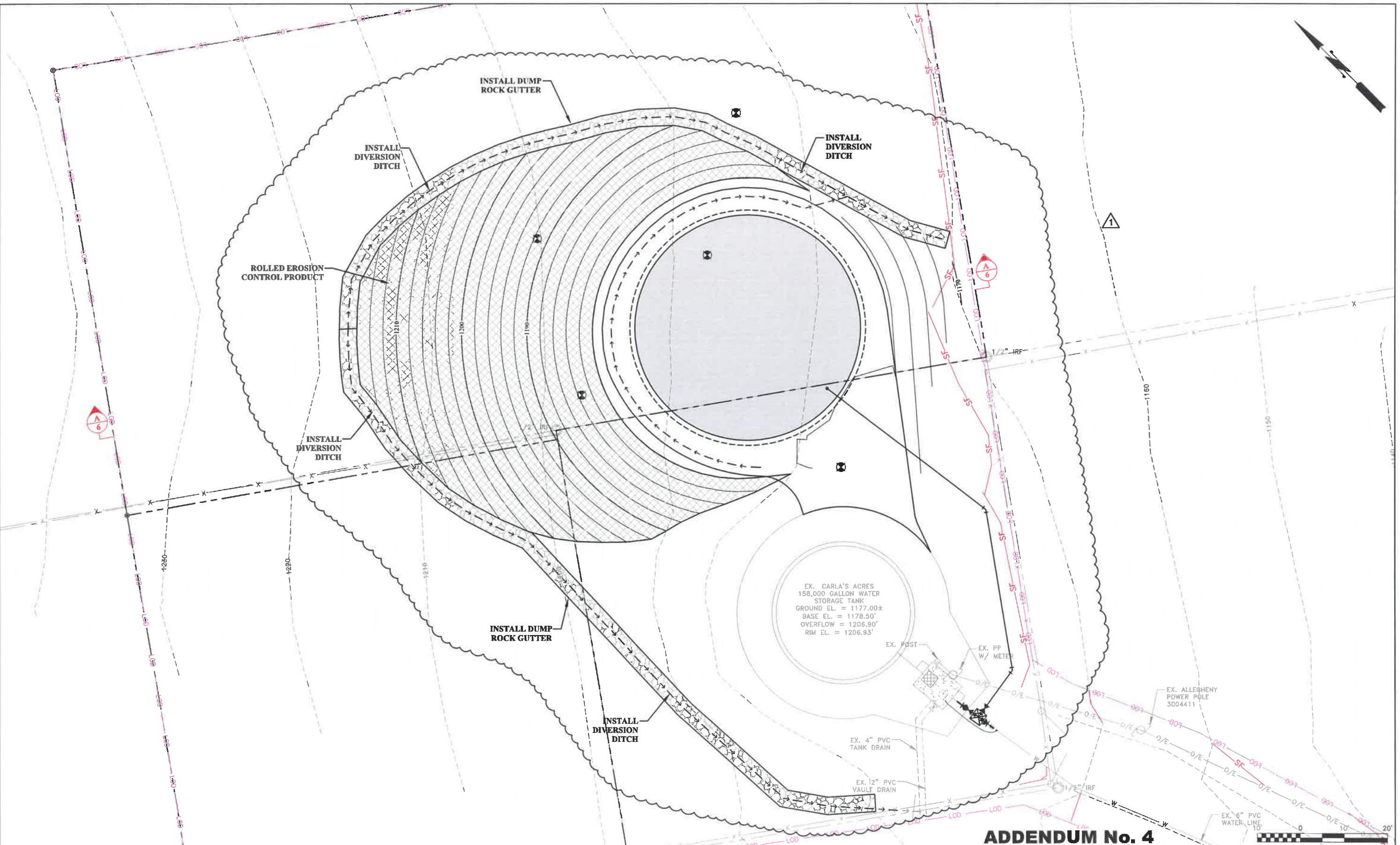
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**HARDY COUNTY PUBLIC SERVICE DISTRICT  
 OLD FIELDS WATER STORAGE TANK  
 HARDY COUNTY, WEST VIRGINIA  
 PROPOSED SITE PIPING PLAN**

SHEET No.  
**4**



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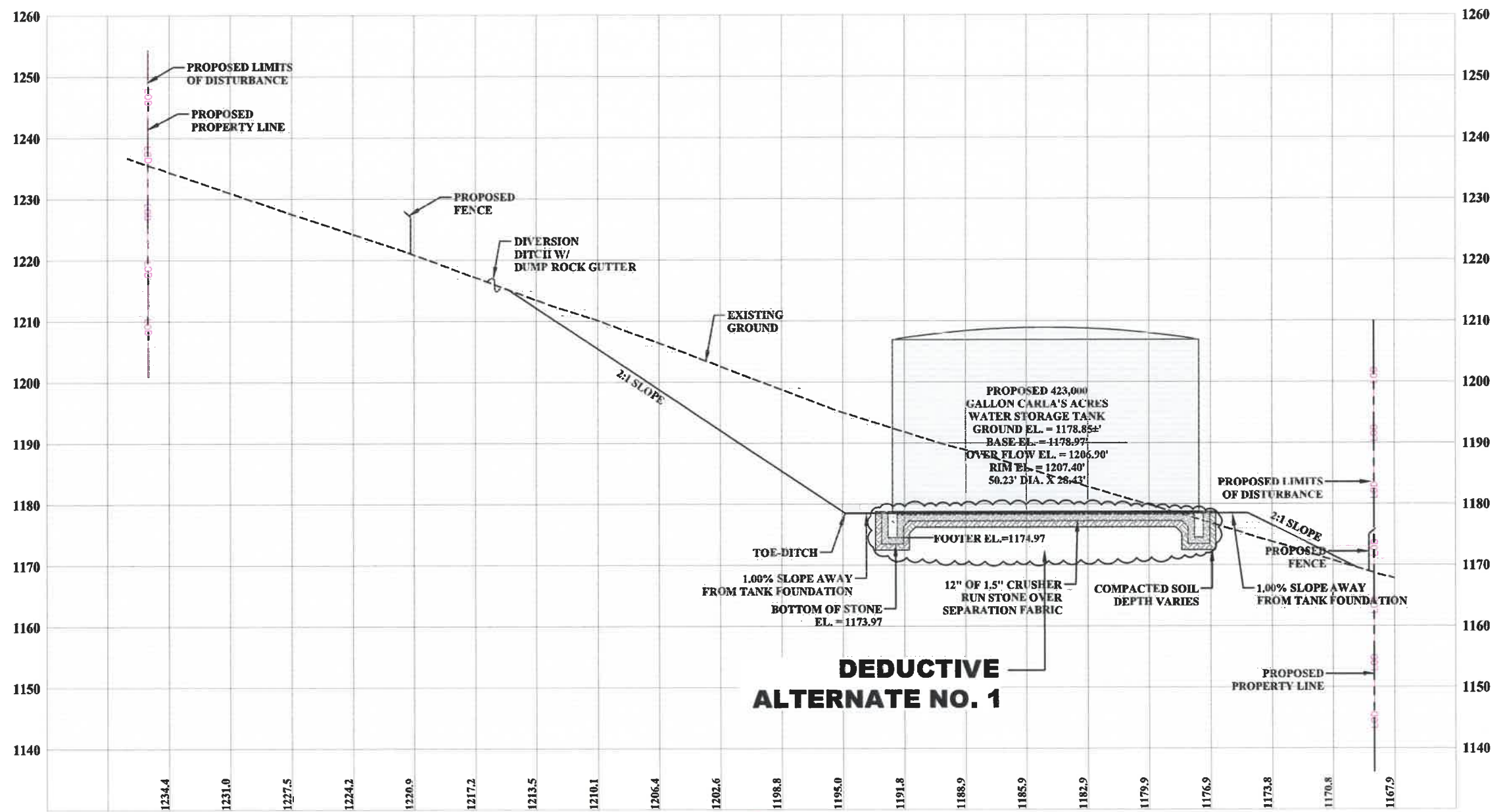


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**HARDY COUNTY PUBLIC SERVICE DISTRICT**  
**OLD FIELDS WATER**  
**STORAGE TANK**  
**HARDY COUNTY, WEST VIRGINIA**  
**PROPOSED SITE GRADING PLAN**

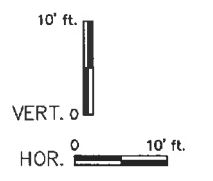
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SECTION A  
5

NOTE: DEDUCTIVE ALTERNATE #1 INCLUDES ELIMINATING THE FOLLOWING:  
 1. UNDERCUT OF 12" BELOW BEARING LEVELS.  
 2. INSTALL 12" OF 1.5" CRUSHER RUN STONE.



**ADDENDUM No. 4**

|     |    |         |                              |
|-----|----|---------|------------------------------|
| 1   | PL | 10/4/22 | ADDENDUM No. 4 (ADDED SHEET) |
| 2   | PL | 12/7/22 | DEDUCTIVE ALTERNATE No. 1    |
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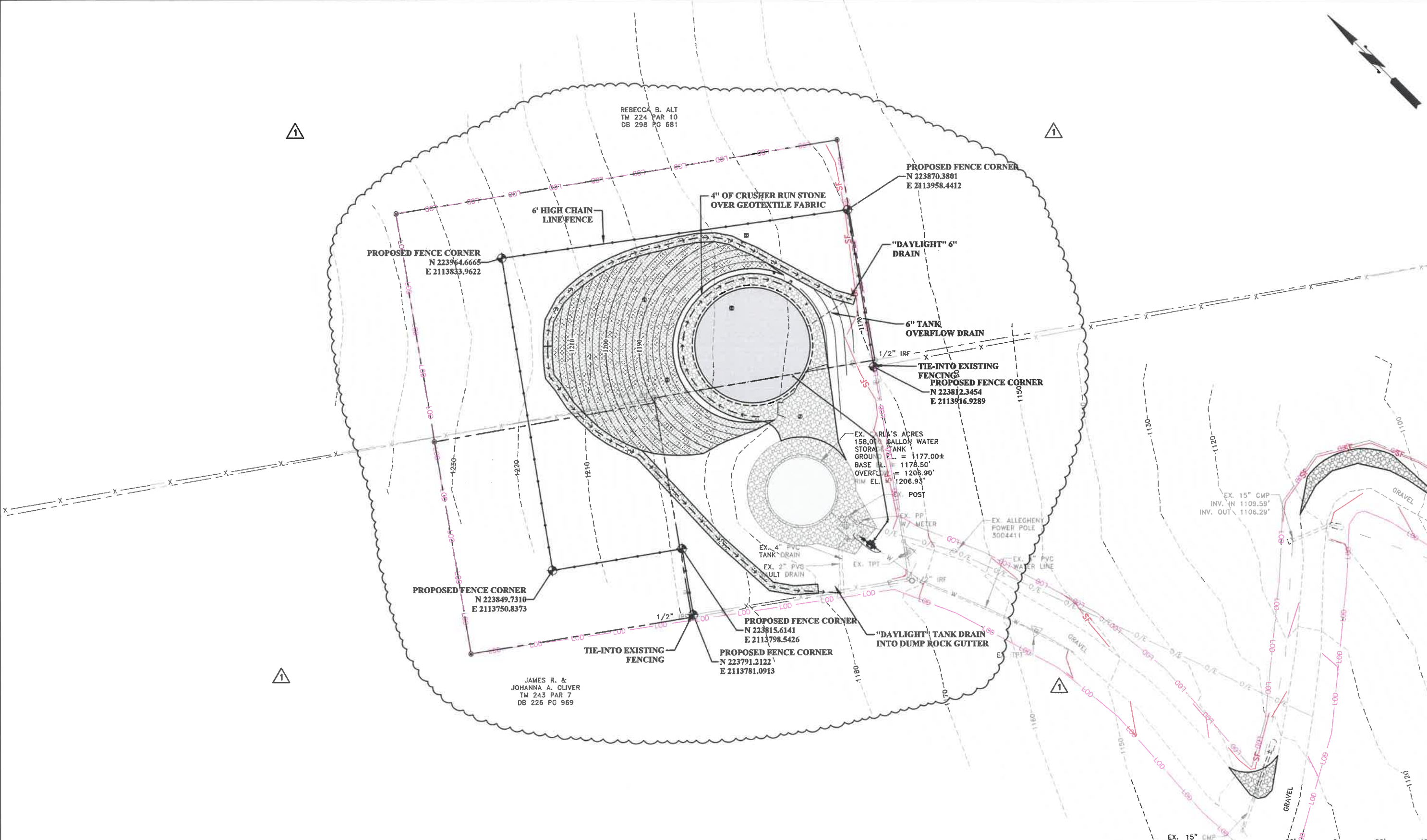
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**010-10171**

**HARDY COUNTY PUBLIC SERVICE DISTRICT**  
**OLD FIELDS WATER STORAGE TANK**  
**HARDY COUNTY, WEST VIRGINIA**  
**PROPOSED CROSS SECTIONS**

SHEET No.  
**6**



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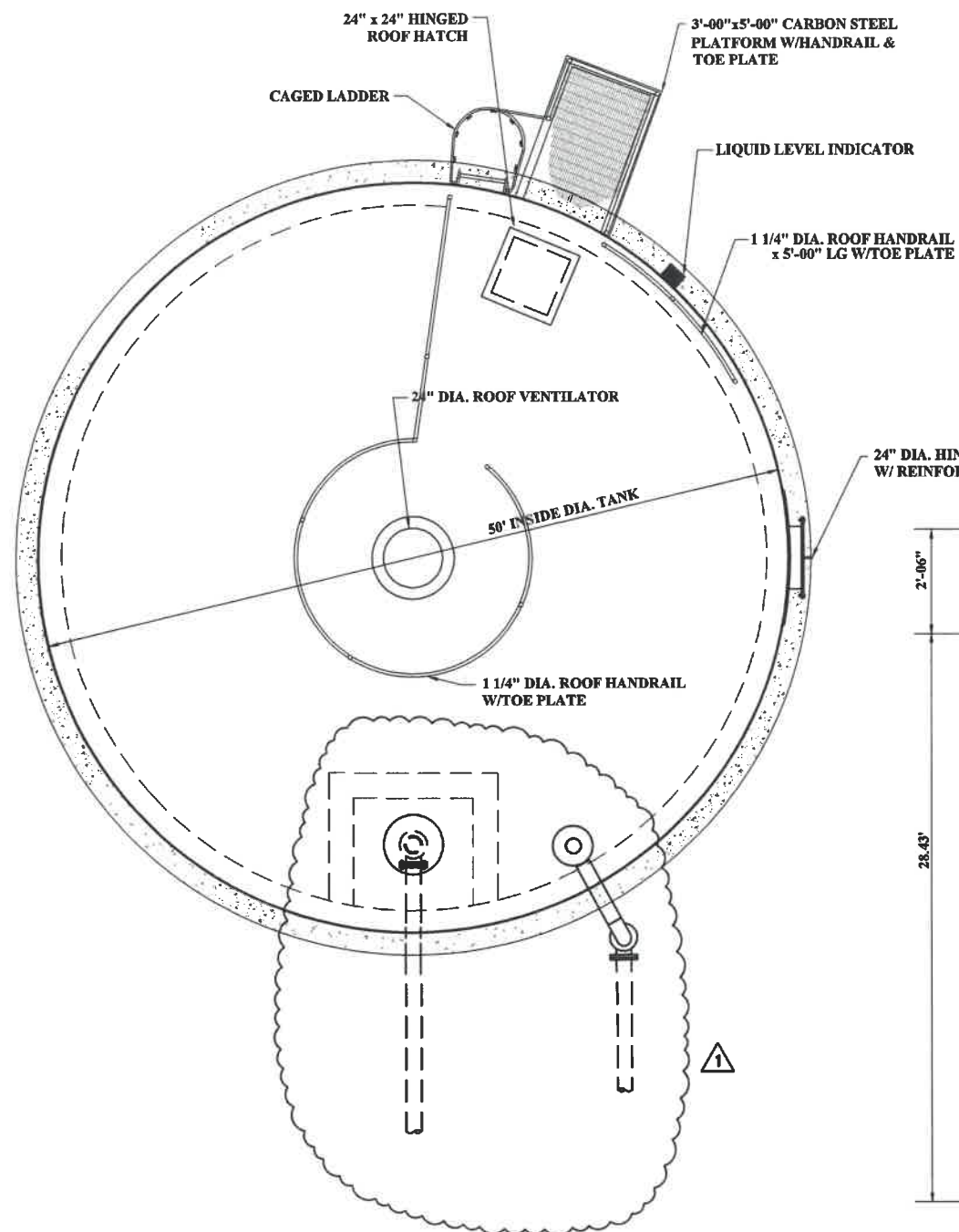


PHASE No.  
 CONTRACT No.  
 PROJECT No.  
**010-10171**

**HARDY COUNTY PUBLIC SERVICE DISTRICT  
 OLD FIELDS WATER  
 STORAGE TANK  
 HARDY COUNTY, WEST VIRGINIA  
 PROPOSED SITE PLAN**

SHEET No.  
**7**

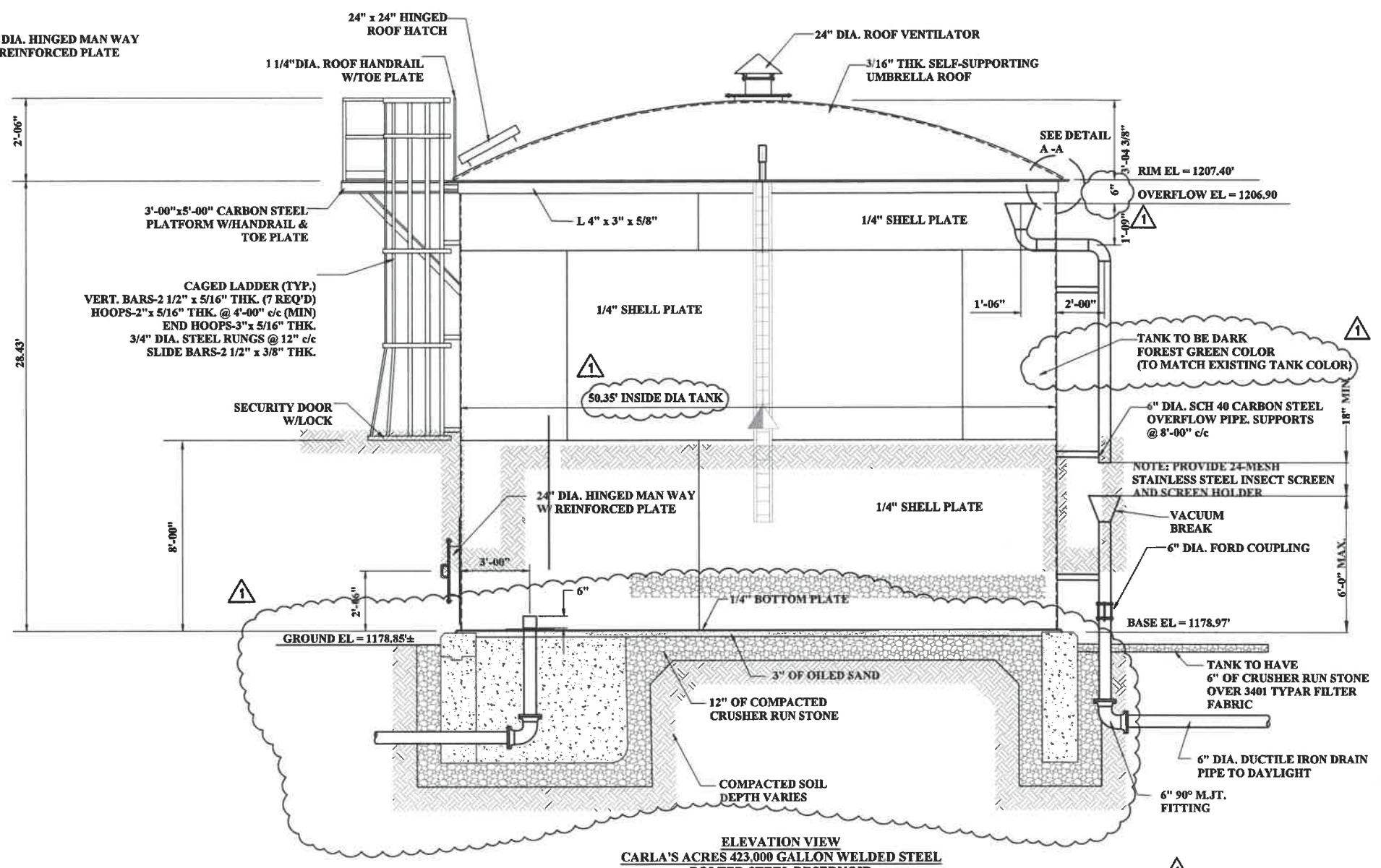
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 Old Field Storage-Hardy County Public Service District



**PLAN VIEW**  
**CARLA'S ACRES 423,000 GALLON WELDED STEEL**  
**BOLTED STEEL RESERVOIR**  
 NOT TO SCALE

**GENERAL CONSTRUCTION NOTES**

1. ALL WATER LINES ARE TO BE PLUGGED AT THE END OF EACH WORKING DAY BY MEANS OF A MECHANICAL JOINT CAP OR PLUG IN ORDER TO AVOID ROCKS, ANIMALS OR OTHER OBJECTS FROM ENTERING.
2. THE TANK SHALL BE DESIGNED IN ACCORDANCE WITH AWWA D-103 STANDARD, AND THE WIND AND SEISMIC SHALL BE DESIGNED TO IBC.



**ELEVATION VIEW**  
**CARLA'S ACRES 423,000 GALLON WELDED STEEL**  
**BOLTED STEEL RESERVOIR**  
 NOT TO SCALE

**ADDENDUM No. 4**

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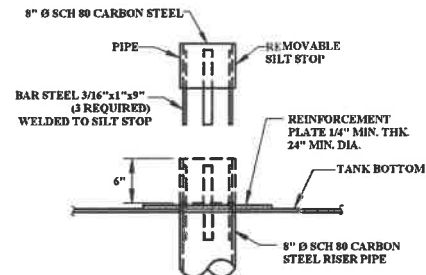
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| CONTRACT No. |           |
| PROJECT No.  | 010-10171 |

**HARDY COUNTY PUBLIC SERVICE DISTRICT**  
**OLD FIELDS WATER STORAGE TANK**  
**HARDY COUNTY, WEST VIRGINIA**  
**WELDED STEEL TANK DETAILS**

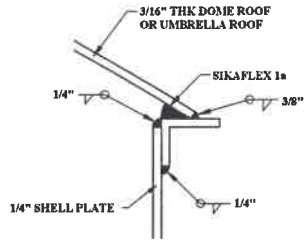
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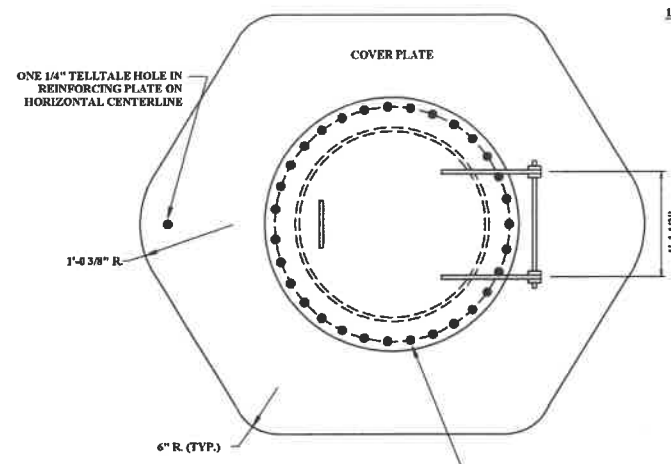
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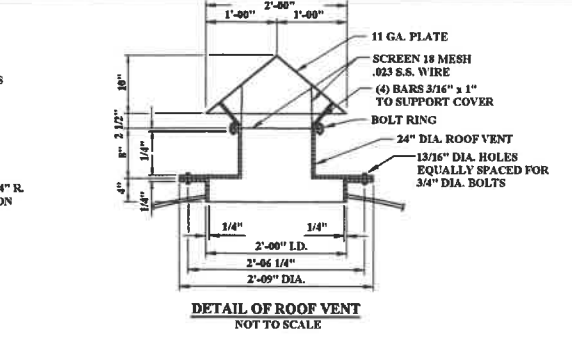
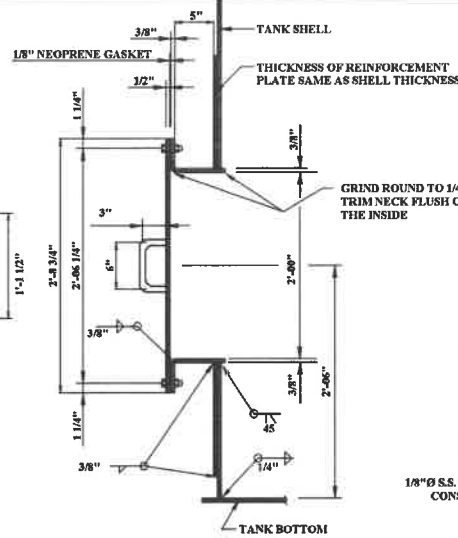
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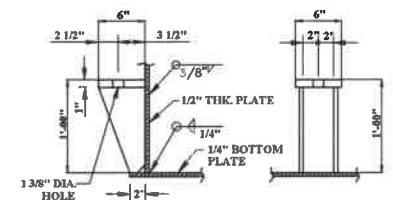
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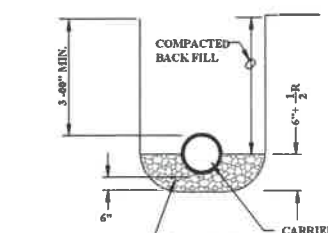
**MAN WAY DETAIL**  
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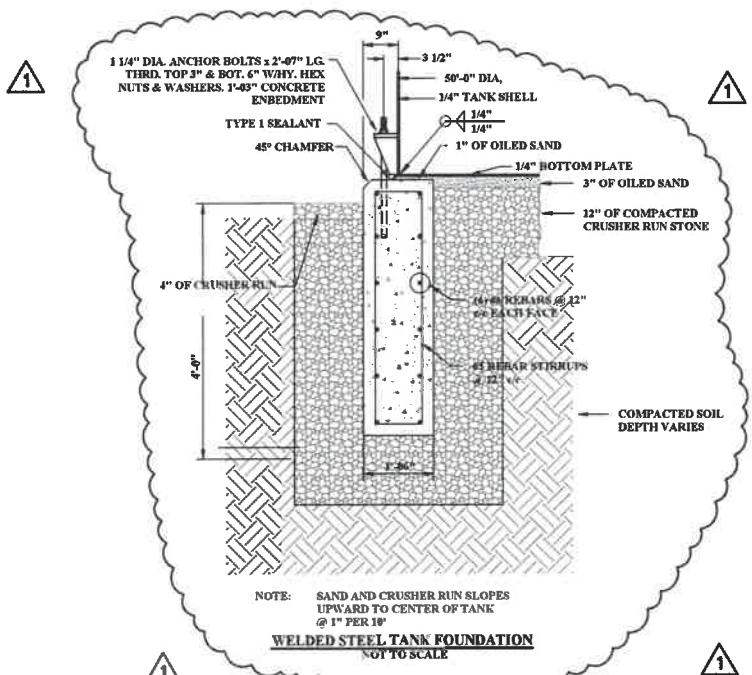
**DETAIL OF ROOF VENT**  
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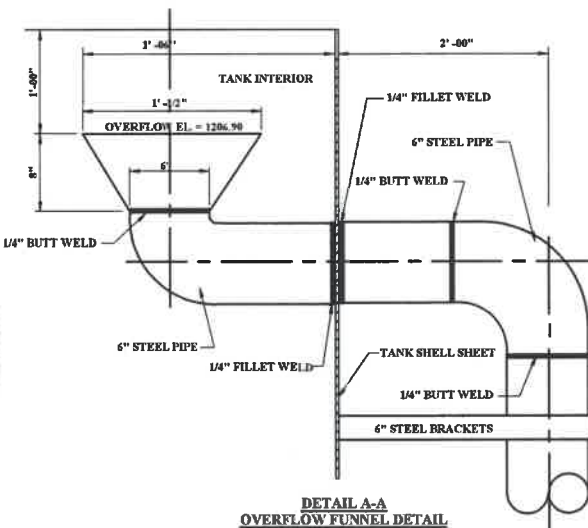
**ANCHOR CHAIR DETAIL**  
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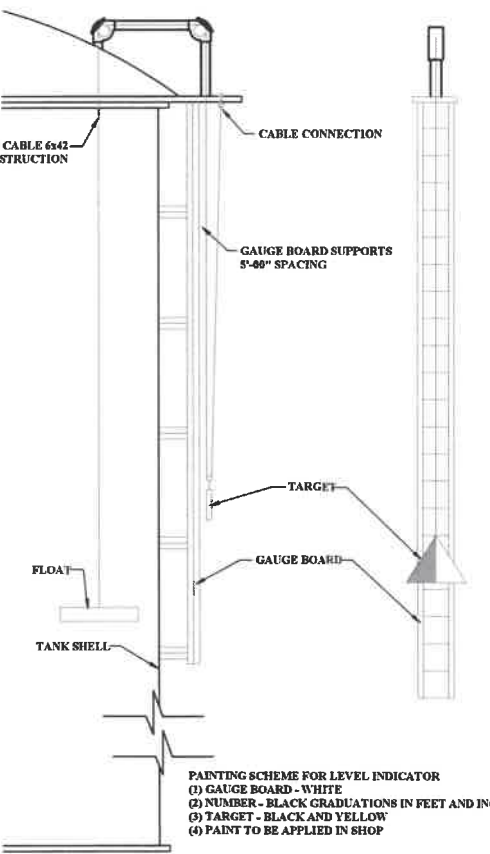
**BEDDING FOR RIGID PIPE IN ROCK DETAIL**  
NOT TO SCALE



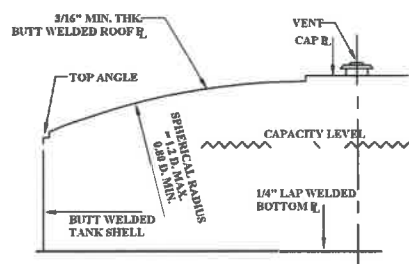
**WELDED STEEL TANK FOUNDATION**  
NOT TO SCALE



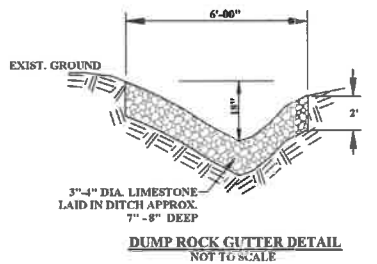
**DETAIL A-A OVERFLOW FUNNEL DETAIL FOR WELDED STEEL TANK**  
NOT TO SCALE



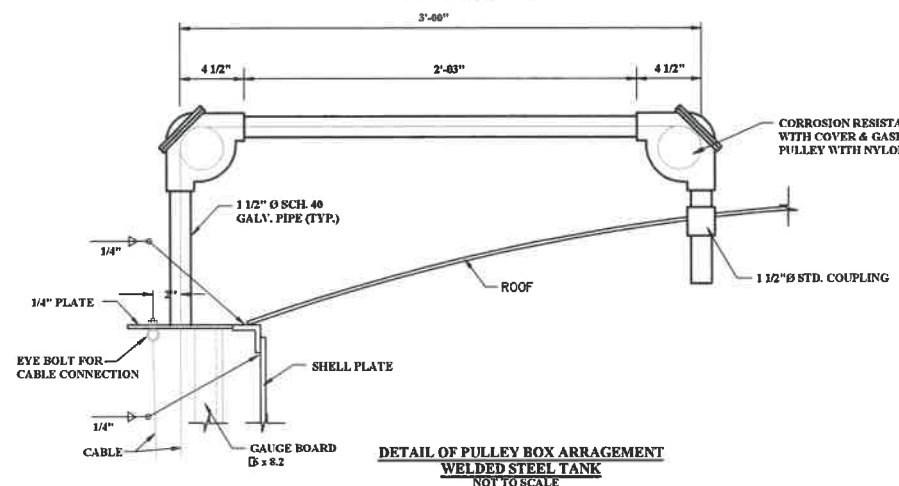
**PAINTING SCHEME FOR LEVEL INDICATOR**  
(1) GAUGE BOARD - WHITE  
(2) NUMBER - BLACK GRADUATIONS IN FEET AND INCHES  
(3) TARGET - BLACK AND YELLOW  
(4) PAINT TO BE APPLIED IN SHOP



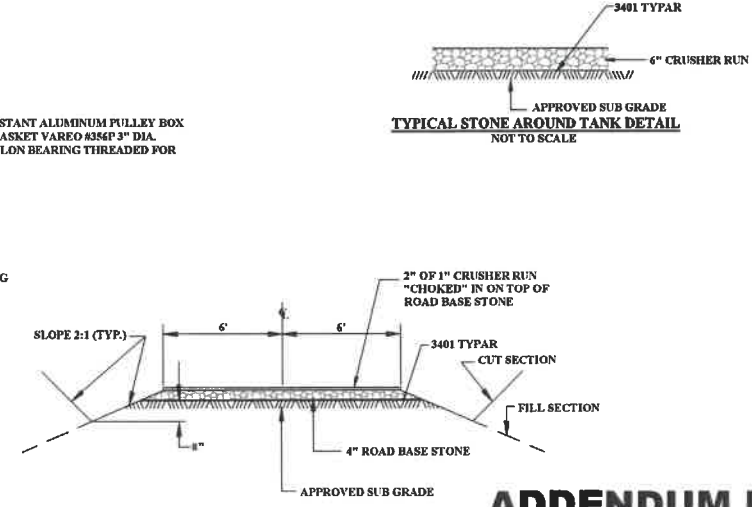
**SELF SUPPORTING DOME ROOF (OR UMBRELLA ROOF) WELDED TANKS**  
NOT TO SCALE



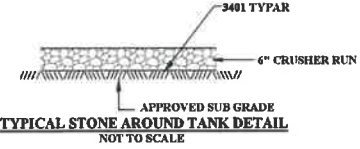
**DUMP ROCK GUTTER DETAIL**  
NOT TO SCALE



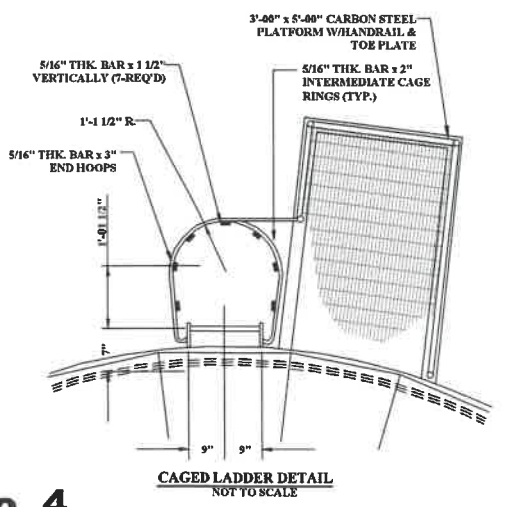
**DETAIL OF PULLEY BOX ARRANGEMENT WELDED STEEL TANK**  
NOT TO SCALE



**TYPICAL ACCESS ROAD DETAIL**  
NOT TO SCALE



**TYPICAL STONE AROUND TANK DETAIL**  
NOT TO SCALE



**CAGED LADDER DETAIL**  
NOT TO SCALE

**ADDENDUM No. 4**

| NO. | BY | DATE    | DESCRIPTION    |
|-----|----|---------|----------------|
| 1   | PL | 12/7/22 | ADDENDUM No. 4 |



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| SCALE: AS SHOWN | DATE: 5/2022   |
| DRAWN: P. LANTZ | CHECKED: DATE: |
| APPROVED: DATE: |                |
| SURVEY DATE:    |                |
| SURVEY BY:      |                |
| FIELD BOOK No.: |                |

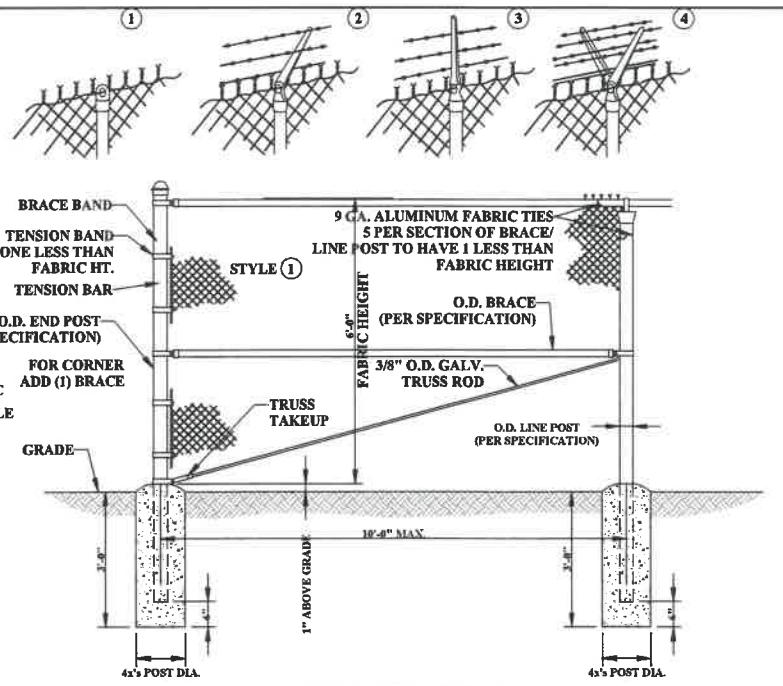
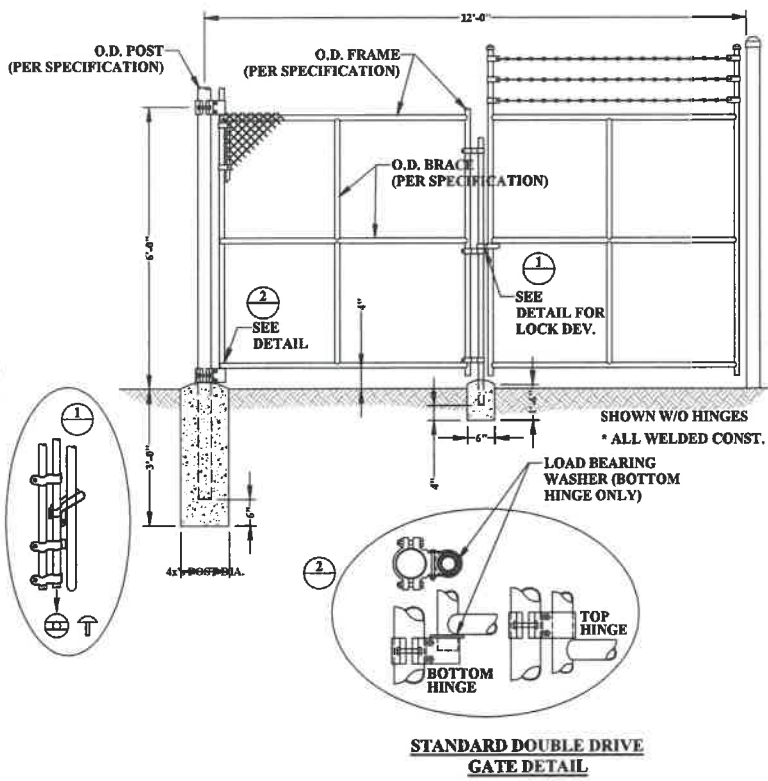
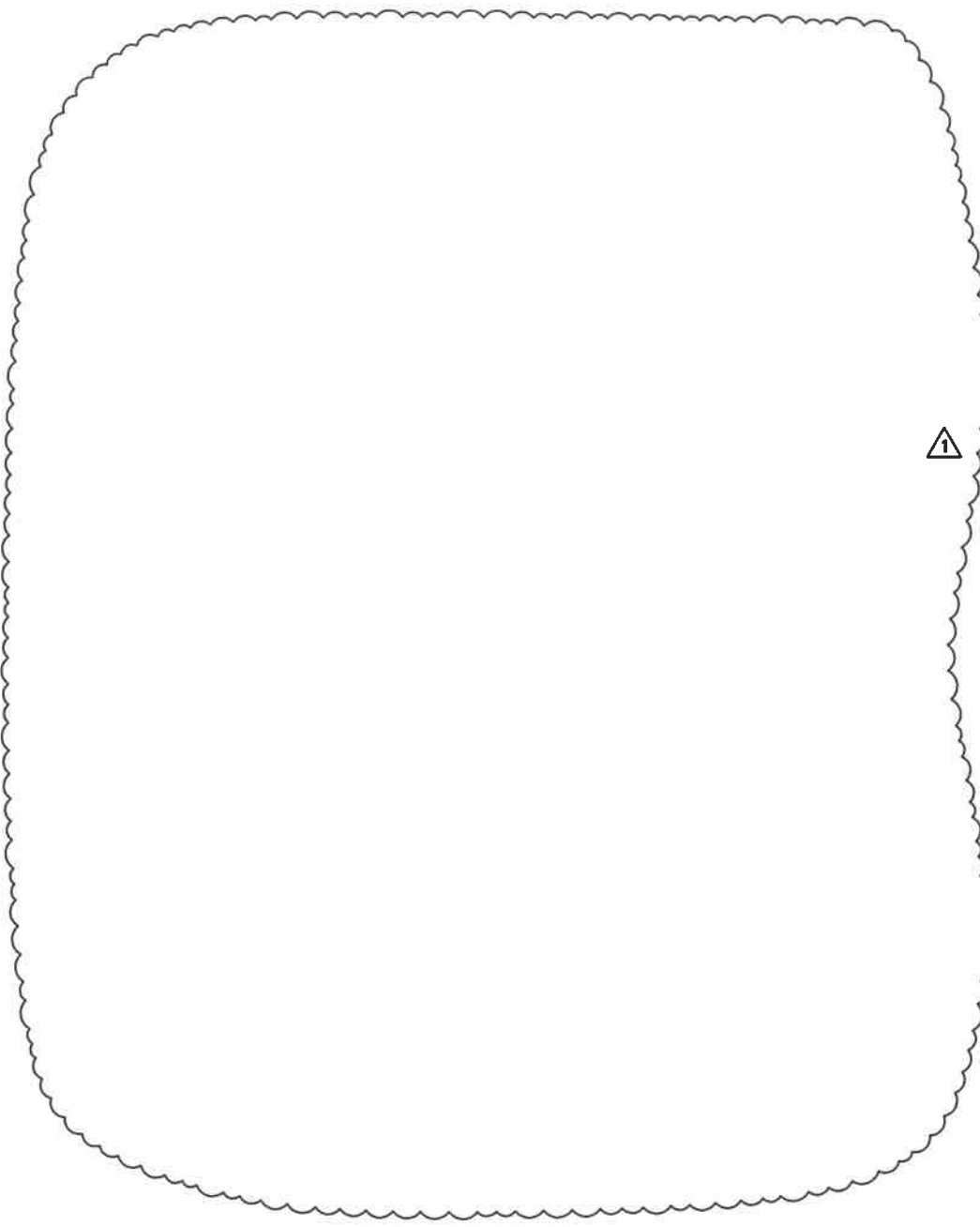
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|              |          |
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| PHASE No.    |          |
| CONTRACT No. |          |
| PROJECT No.  | 010-1071 |

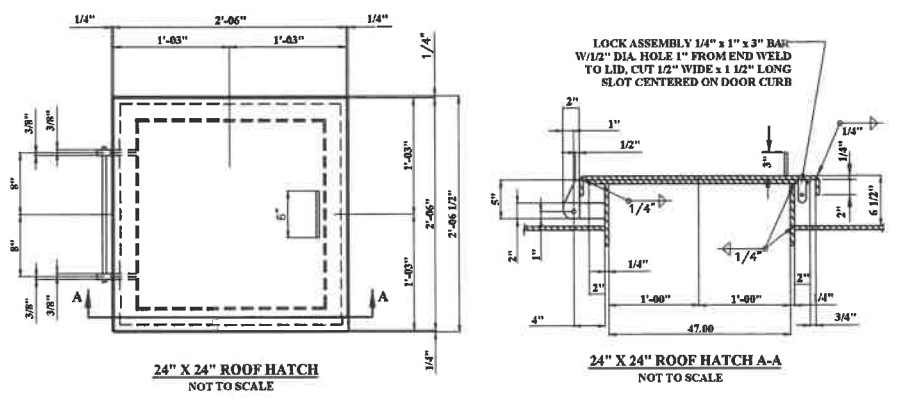
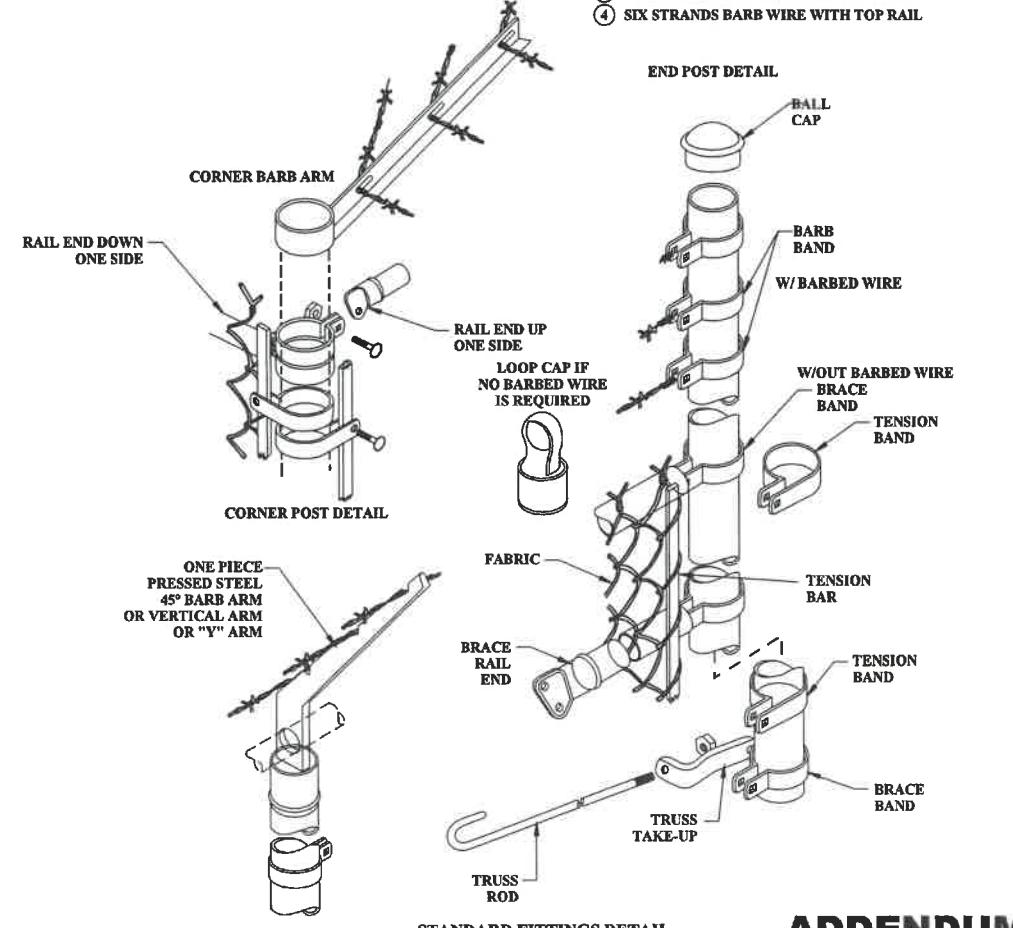
**HARDY COUNTY PUBLIC SERVICE DISTRICT  
OLD FIELDS WATER  
STORAGE TANK  
HARDY COUNTY, WEST VIRGINIA  
WELDED STEEL TANK DETAILS**

|           |          |
|-----------|----------|
| SHEET No. | <b>9</b> |
|-----------|----------|

LAYOUT TAB: T:\WCS\10101010-10171-00-Hardy County Public Service District-Drawing (Revised) D05 - TANK DETAILS.dwg PLOT DATE/TIME: 12/8/2022 8:37 AM



- STYLES OF FENCE DESCRIPTION (ALL W/TOP RAIL)**
- ① NO BARB WIRE WITH TOP RAIL
  - ② THREE STRANDS BARB WIRE AT 45° ANGLE (REQUIRED)
  - ③ THREE STRANDS BARB WIRE VERTICAL
  - ④ SIX STRANDS BARB WIRE WITH TOP RAIL



**ADDENDUM No. 4**

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| 1   | PL | 10/13/22 | ADDENDUM No. 4 |



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| SCALE: AS SHOWN | DATE: 5/2022   |
| DRAWN: P. LANTZ | CHECKED: DATE: |
| APPROVED: DATE: |                |
| SURVEY DATE:    |                |
| SURVEY BY:      |                |
| FIELD BOOK No.: |                |



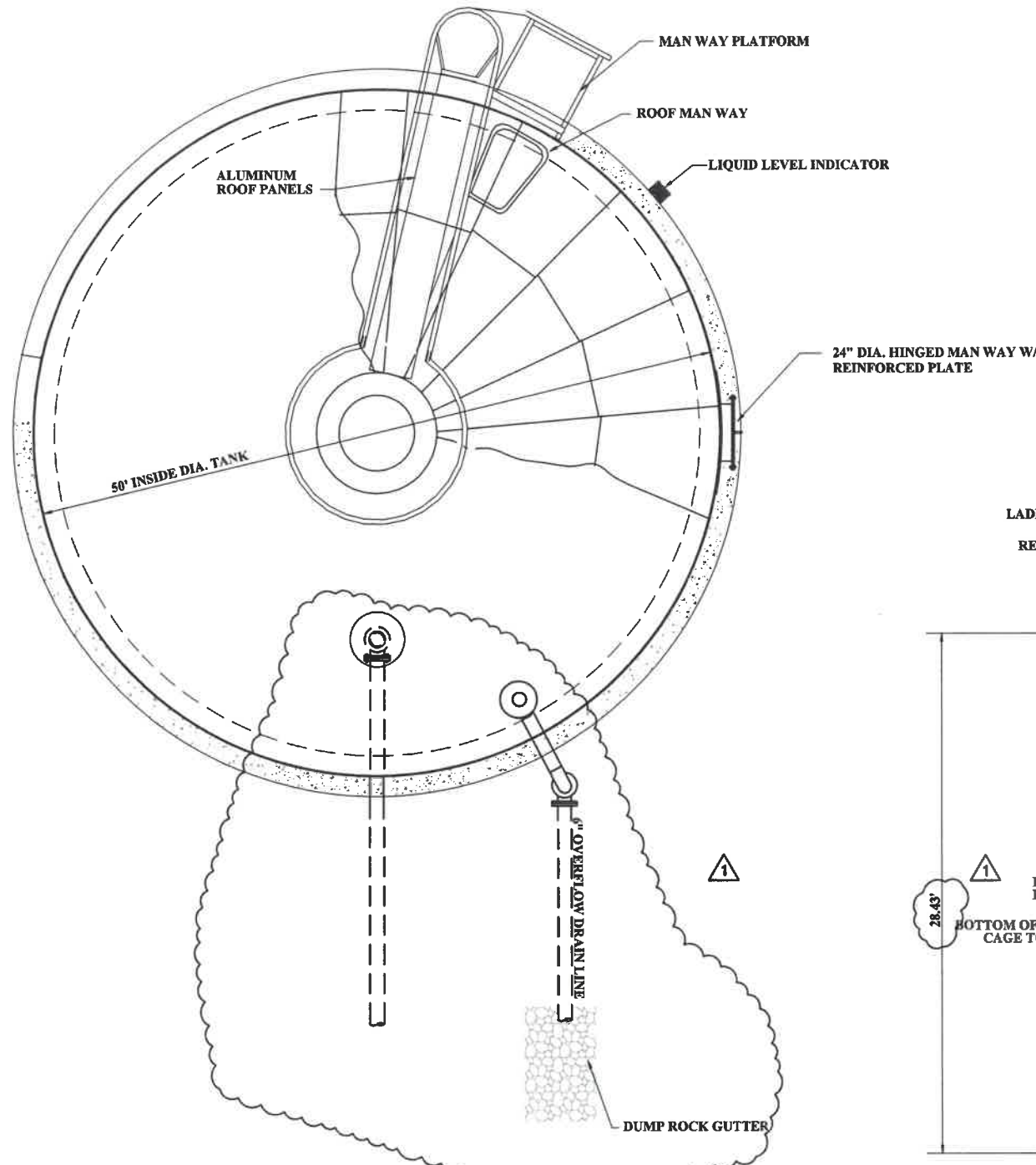
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| PHASE No.    |           |
| CONTRACT No. |           |
| PROJECT No.  | 010-10171 |

HARDY COUNTY PUBLIC SERVICE DISTRICT  
 OLD FIELDS WATER STORAGE TANK  
 HARDY COUNTY, WEST VIRGINIA  
 WELDED STEEL DETAILS

|           |    |
|-----------|----|
| SHEET No. | 10 |
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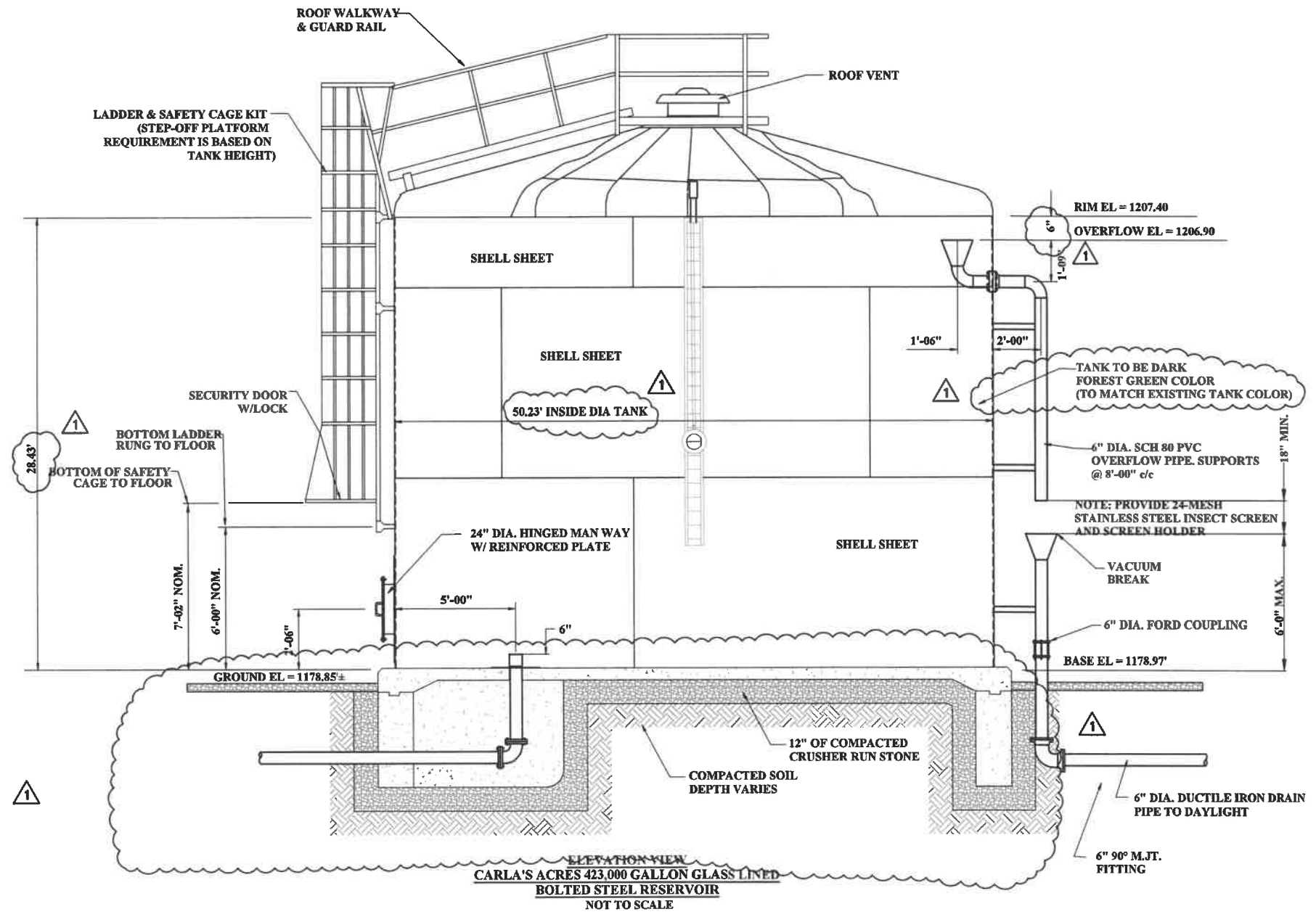
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 PLOT DATE/TIME: 12/8/2022 8:37 AM



**PLAN VIEW**  
**CARLA'S ACRES 423,000 GALLON GLASS LINED**  
**BOLTED STEEL RESERVOIR**  
 NOT TO SCALE

**GENERAL CONSTRUCTION NOTES**

1. ALL WATER LINES ARE TO BE PLUGGED AT THE END OF EACH WORKING DAY BY MEANS OF A MECHANICAL JOINT CAP OR PLUG IN ORDER TO AVOID ROCKS, ANIMALS OR OTHER OBJECTS FROM ENTERING.
2. THE TANK SHALL BE DESIGNED IN ACCORDANCE WITH AWWA D-103 STANDARD, AND THE WIND AND SEISMIC SHALL BE DESIGNED TO IBC.



**ELEVATION VIEW**  
**CARLA'S ACRES 423,000 GALLON GLASS LINED**  
**BOLTED STEEL RESERVOIR**  
 NOT TO SCALE

**ADDENDUM No. 4**

|     |    |         |                |
|-----|----|---------|----------------|
| 1   | PL | 10/4/22 | ADDENDUM NO. 4 |
| NO. | BY | DATE    | DESCRIPTION    |



SCALE: AS SHOWN

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|-----------------|--------------|
| DRAWN: P. LANTZ | DATE: 5/2022 |
| CHECKED:        | DATE:        |
| APPROVED:       | DATE:        |
| SURVEY DATE:    |              |
| SURVEY BY:      |              |
| FIELD BOOK No.: |              |

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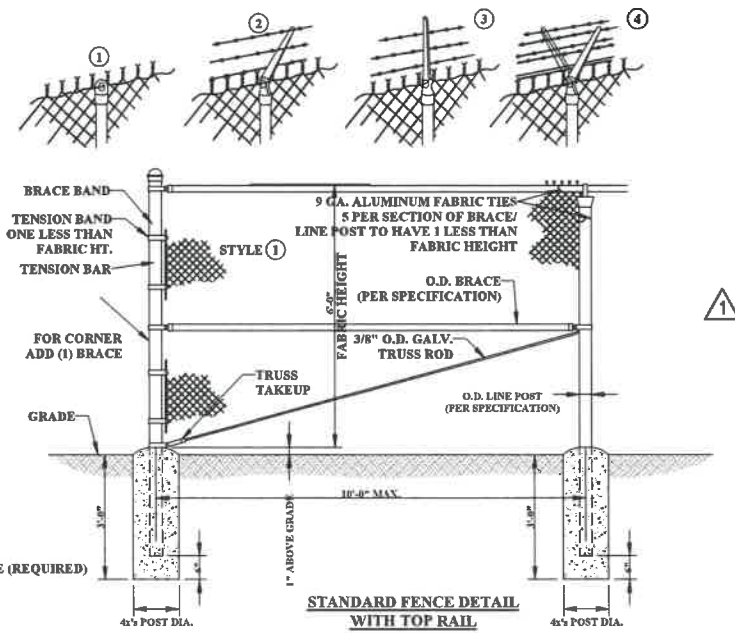
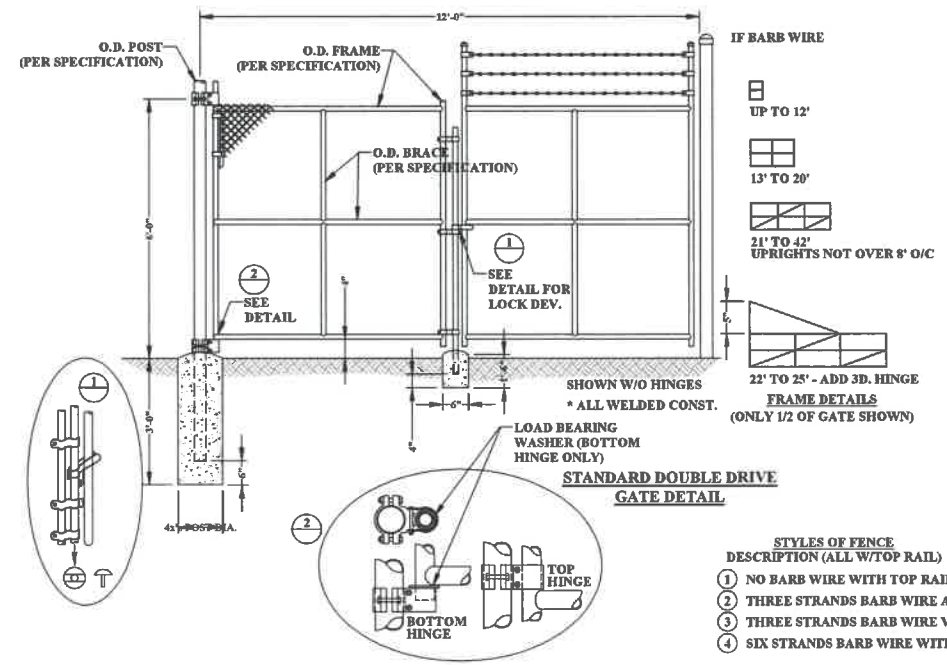
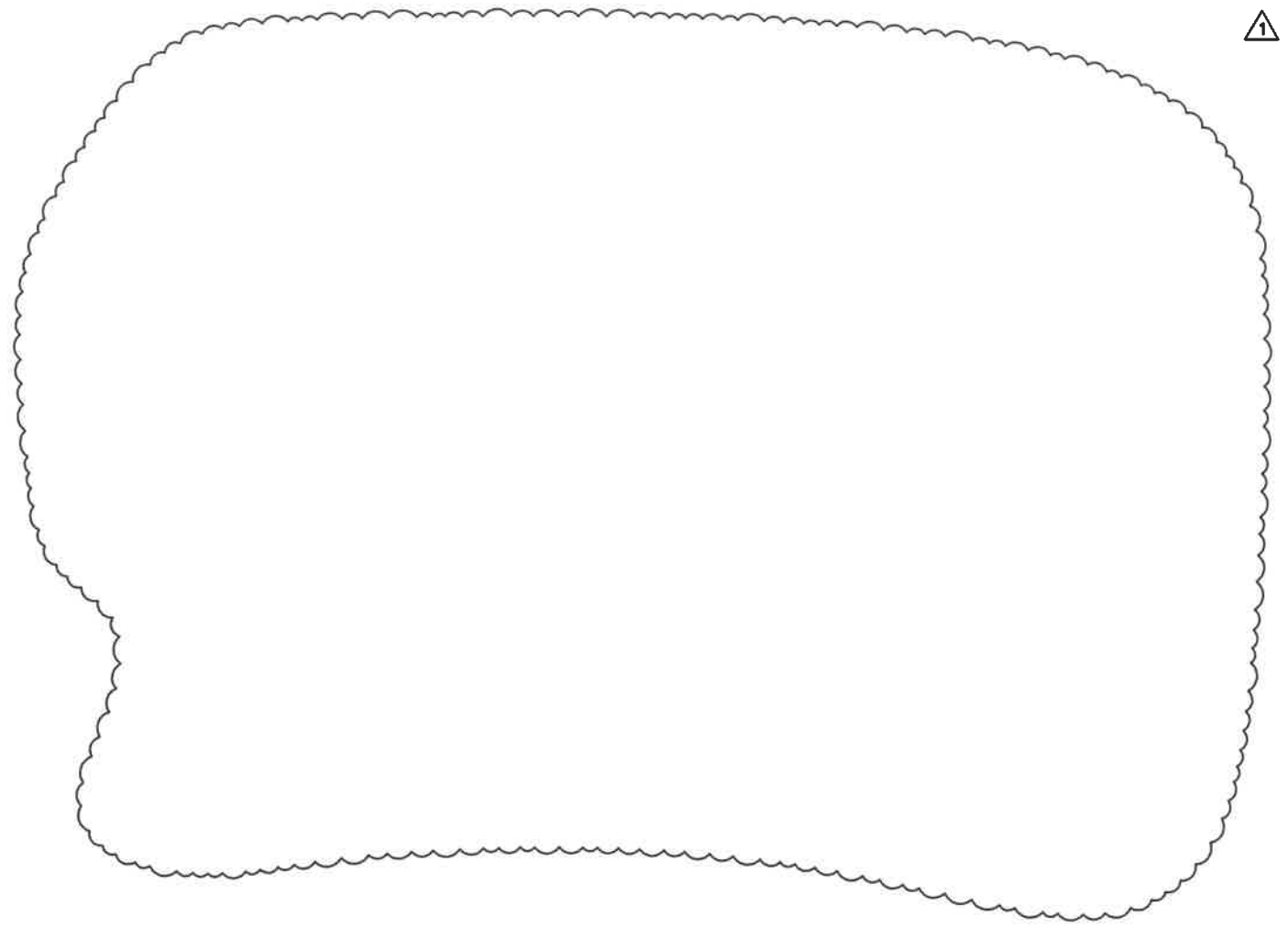
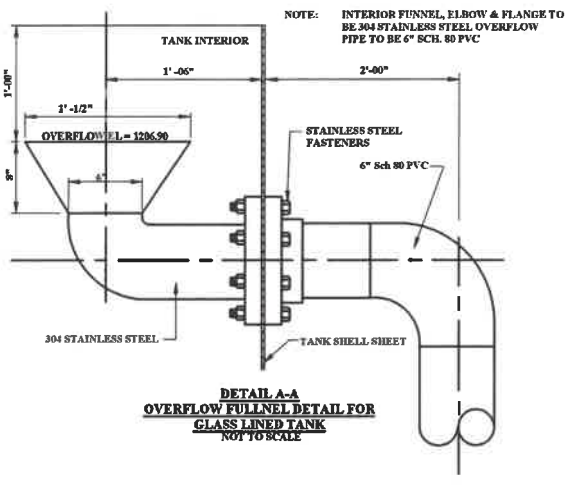
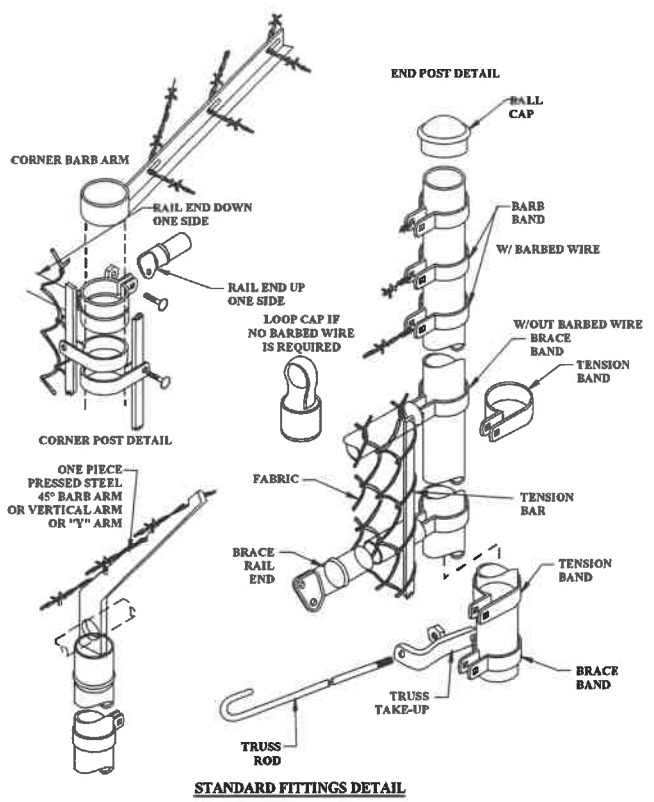
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| PHASE No.    |           |
| CONTRACT No. |           |
| PROJECT No.  | 010-10171 |

**HARDY COUNTY PUBLIC SERVICE DISTRICT**  
**OLD FIELDS WATER STORAGE TANK**  
**HARDY COUNTY, WEST VIRGINIA**  
**GLASS LINED TANK DETAILS**

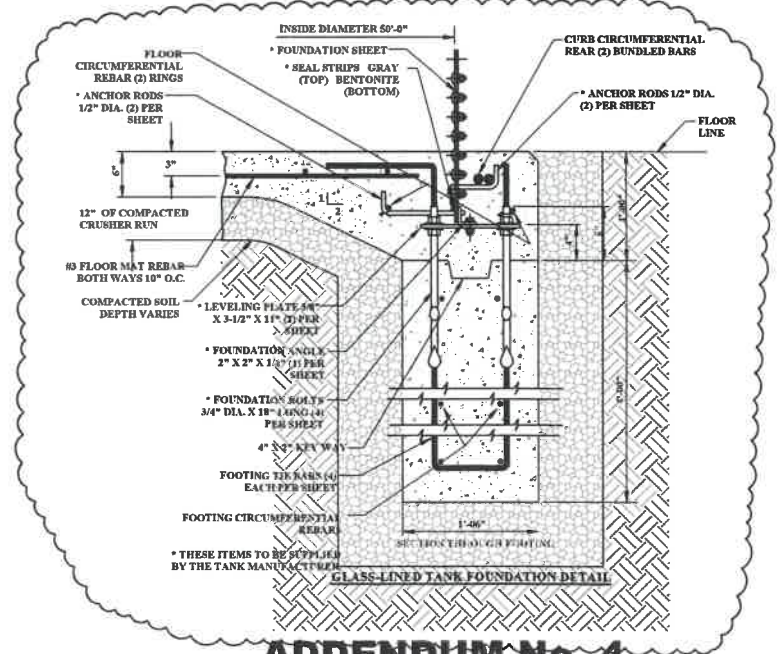
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| SHEET No. | <b>11</b> |
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L:\SWIT\_TBS\_9-GL2 10/10/10-10171-DC-Hardy County PSD (WV) - Old Field Storage-Hardy County Public Service District-Drawing\Revised\006 - TANK DETAILS.dwg PLOT DATE/TIME: 12/8/2022 8:37 AM



- STYLES OF FENCE DESCRIPTION (ALL W/TOP RAIL)**
- 1 NO BARB WIRE WITH TOP RAIL
  - 2 THREE STRANDS BARB WIRE AT 45° ANGLE (REQUIRED)
  - 3 THREE STRANDS BARB WIRE VERTICAL
  - 4 SIX STRANDS BARB WIRE WITH TOP RAIL



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SCALE: AS SHOWN  
 DRAWN: P. LANTZ DATE: 5/2022  
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 SURVEY DATE:  
 SURVEY BY:  
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PHASE No.  
 CONTRACT No.  
 PROJECT No.  
 010-10171

HARDY COUNTY PUBLIC SERVICE DISTRICT  
 OLD FIELDS WATER STORAGE TANK  
 HARDY COUNTY, WEST VIRGINIA  
 GLASS LINED TANK DETAILS

SHEET No.  
**12**

**CAST-IN-PLACE CONCRETE**

1. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH THE REQUIREMENTS OF THE FOLLOWING CODES AND STANDARDS:

"BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, ACI 318-18", AMERICAN CONCRETE INSTITUTE  
 "ACI MANUAL OF CONCRETE PRACTICE - PARTS 1 THROUGH 5", LATEST EDITION  
 "MANUAL OF STANDARD PRACTICE", CONCRETE REINFORCING STEEL INSTITUTE  
 "CODE REQUIREMENTS FOR ENVIRONMENTAL ENGINEERING CONCRETE STRUCTURES, ACI 350-06", AMERICAN CONCRETE INSTITUTE (FOR CONCRETE TANKS)

|                           |                          |
|---------------------------|--------------------------|
| CEMENT                    | ASTM C150: TYPE I OR III |
| AGGREGATES                | ASTM C33 NORMAL WEIGHT   |
| DEFORMED REINFORCING BARS | ASTM A615 GRADE 60       |
| WELDED WIRE FABRIC        | ASTM A185                |
| FIBER REINFORCEMENT       | ASTM C176, TYPE III      |
| AIR-ENTRAINING ADMIXTURE: | ASTM C260                |

IN ADDITION TO THE REQUIREMENTS SET FORTH IN ACI 318-19, THE FOLLOWING MINIMUM STRENGTH REQUIREMENTS SHALL BE MET.

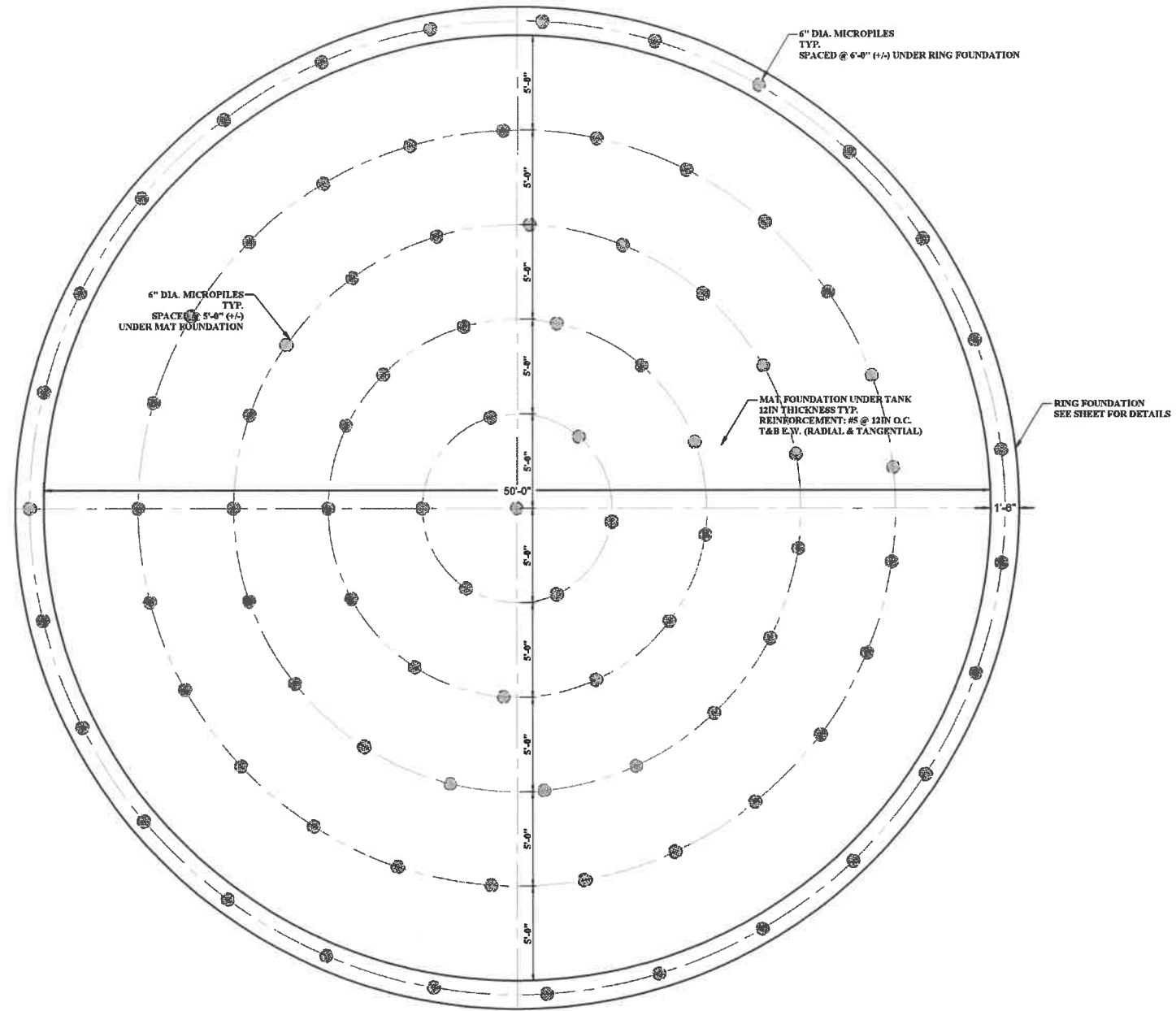
|                           |                              |
|---------------------------|------------------------------|
| FOUNDATIONS, SLABS, WALLS | $f_c$ @ 28 DAYS<br>4,000 PSI |
|---------------------------|------------------------------|

2. INTERIOR SLABS-ON-GRADE SHALL BE PLACED ON A VAPOR BARRIER OVER 4" MINIMUM OF WELL GRADED CRUSHED STONE (NO. 57) OVER COMPACTED SUBGRADE.  
 3. CHAMFER ALL EXPOSED CONCRETE CORNERS UNLESS SHOWN ON THE DRAWINGS.  
 4. CONCRETE COVER REQUIREMENTS:

|   |  |
|---|--|
| SLABS AND JOISTS:<br>TOP AND BOTTOM BARS FOR DRY CONDITIONS:<br>#14 AND #18 BARS 1 1/2 IN.<br>#11 BARS AND SMALLER 3/4 IN.  | WALLS:<br>FOR DRY CONDITIONS:<br>#11 BARS AND SMALLER 3/4 IN.<br>#14 AND #18 BARS 1 1/2 IN.  |
| FORMED CONCRETE SURFACES EXPOSED TO EARTH, WATER, OR WEATHER AND OVER OR IN CONTACT WITH WATER AND FOR BOTTOM BEARING ON WORK MAT, OR SLABS SUPPORTING EARTH COVER: | FORMED CONCRETE SURFACES EXPOSED TO EARTH, WATER, SEWAGE, WEATHER OR IN CONTACT WITH GROUND: |
| #5 BARS AND SMALLER 1 1/2 IN.<br>#6 THROUGH # 18 BARS 2 IN.   | CIRCULAR TANKS WITH RING TENSION 2 IN.<br>ALL OTHERS 2 IN.                                   |
| BEAMS AND COLUMNS:<br>FOR DRY CONDITIONS:   | FOOTINGS AND BASE SLABS:   |
| STIRRUPS, SPIRALS AND TIES 1 1/2 IN.<br>PRINCIPAL REINFORCEMENT 2 IN.   | AT FORMED SURFACES AND BOTTOMS BEARING ON CONCRETE WORK MAT 2 IN.                            |
| EXPOSED TO EARTH, WATER, SEWAGE OR WEATHER:   | AT UNFORMED SURFACES AND BOTTOMS IN CONTACT WITH EARTH 3 IN.                                 |
| STIRRUPS AND TIES 2 IN.<br>PRINCIPAL REINFORCEMENT 2 1/2 IN.  | TOP OF FOOTINGS - SAME AS SLABS OVER TOP OF PILES 2 IN.                                      |
| LAP SPLICE LENGTHS:<br>#5 BAR 3'-0"<br>#6 BAR 3'-7"   |  |

**GENERAL FOUNDATION/GEOTECHNICAL NOTES**

- VERIFY LOCATIONS OF UNDERGROUND UTILITIES, ETC., WITH ALL DRAWINGS PRIOR TO PLACEMENT OF FOUNDATIONS.
- THE MAXIMUM ALLOWABLE BEARING PRESSURE SHALL BE 2,500 PSF FOR SPREAD FOUNDATIONS, TO BE VERIFIED BY THE GEOTECHNICAL ENGINEER.
- THE BOTTOM OF ALL FOOTINGS SHALL EXTEND 1'-0" MINIMUM INTO UNDISTURBED SOIL OR ENGINEERED FILL HAVING A BEARING CAPACITY OF 2,500 PSF.
- ALL FOUNDATION AND SLAB-ON-GRADE SUB GRADES ARE TO BE FIELD INSPECTED BY AN EXPERIENCED QUALIFIED GEOTECHNICAL ENGINEER TO VERIFY THAT THE ALLOWABLE BEARING PRESSURE IS ACHIEVED AND THAT THE SUB GRADES ARE SUITABLE FOR SUPPORT OF THE FOUNDATIONS AND SLAB-ON-GRADE. THE GEOTECHNICAL ENGINEER SHALL ALSO VERIFY FOUNDATION ELEVATIONS PRIOR TO PLACEMENT OF FOUNDATION ELEMENTS.
- UNLESS DETERMINED OTHERWISE BY GEOTECHNICAL EVALUATION, FILL MATERIAL FOR SLAB AND FOOTING AREAS SHALL BE PLACED IN LAYERS NOT EXCEEDING 9 INCHES (UNCOMPACTED THICKNESS) AND COMPACTED TO 85% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698. FILL SHOULD CONSIST OF NON-ORGANIC SOIL / ROCK MATERIAL WITH MAXIMUM PARTICLE SIZE OF 4".
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO BRACE FOUNDATION WALLS WHEN BACK FILLING AND WHEN THERE IS A POSSIBILITY OF DAMAGE BY EXCESS WATER.
- COMPACTION OF BACKFILL WITHIN 2 FEET OF FOUNDATION WALLS SHALL BE ACCOMPLISHED WITH HAND EQUIPMENT. WHERE FILL IS REQUIRED ON BOTH SIDES OF FOUNDATION WALL, BRING THE FILL UP EACH SIDE SIMULTANEOUSLY AND UNIFORMLY.
- THE SURFACE AREA ADJACENT TO THE FOUNDATION WALL SHALL BE PROVIDED WITH ADEQUATE DRAINAGE AND SHALL BE GRADED SO AS TO DRAIN SURFACE WATER AWAY FROM FOUNDATION WALLS.
- IT IS LIKELY THAT ANY GROUNDWATER ENCOUNTERED DURING EXCAVATION CAN BE REMOVED BY PUMPING FROM STRATEGICALLY LOCATED SLUMP PITS. THE CONTRACTOR SHALL FURNISH AND INSTALL "WELL POINTS" AS NECESSARY TO HANDLE GROUNDWATER DURING CONSTRUCTION OF THE TANK AND ANY BELOW GROUND STRUCTURES.



**ADDITIVE ALTERNATE #2**

**ADDENDUM No. 4**

PLOT DATE/TIME: 12/07/2022 7:12 AM

LAYOUT TAB: Layout1  
 CAD FILE: R:\010\010-10171-00-Hardy County PSD (HW) - Old Field Storage-Hardy County Public Service District-Drawing\Review\Tank Foundation.dwg

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| 1   | PL | 10/13/22 | ADDENDUM No. 4 (NEW SHEET) |
| NO. | BY | DATE     | DESCRIPTION                |



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| SCALE: AS SHOWN              |
| DRAWN: P. LANTZ DATE: 5/2022 |
| CHECKED: DATE:               |
| APPROVED: DATE:              |
| SURVEY DATE:                 |
| SURVEY BY:                   |
| FIELD BOOK No.:              |



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|--------------|
| PHASE No.    |
| CONTRACT No. |
| PROJECT No.  |
| 010-10171    |

HARDY COUNTY PUBLIC SERVICE DISTRICT  
 OLD FIELDS WATER STORAGE TANK  
 HARDY COUNTY, WEST VIRGINIA  
 PROPOSED PILING LAYOUT AND NOTES

|           |
|-----------|
| SHEET No. |
| 15        |