

**CITY OF CAMERON  
HARRISON COUNTY, WEST VIRGINIA**

**GREEN VALLEY ROAD WATER LINE EXTENSION**

**ADDENDUM #1**

**DECEMBER 8, 2022**

**THRASHER PROJECT #010-10179**

TO WHOM IT MAY CONCERN:

A Non-Mandatory Pre-Bid Conference was held on Wednesday, November 30, 2022 for the above-referenced project. The Pre-Bid Conference notes are attached and made part of this Addendum. A copy of the sign in sheet is included in this Addendum. The following are clarifications and responses to questions posed by contractors for the above reference project.

**A. GENERAL**

1. **THE BID FORM HAS BEEN REVISED. YOU MUST USE THE REVISED BID FORM WHEN PREPARING YOUR BID PACKAGE FOR THIS PROJECT.**

**B. SPECIFICATIONS**

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

**C. DRAWINGS**

No changes to the drawings.

**D. QUESTIONS AND RESPONSES**

**1. QUESTION**

Can the HDD equipment be left overnight on state highways if one lane remains open?

**RESPONSE**

No. The contractor shall follow traffic control requirements as indicated on the drawings, which have been reviewed and approved by District 6, WVDOH (contact: Josh Norris).

**2. QUESTION**

Are there domestic fittings in the project? Are they coated?

**RESPONSE**

Yes, ductile iron bituminous coated.

**3. QUESTION**

Is Green Valley Road a state road?

**RESPONSE**

Yes.

**4. QUESTION**

Are there any special details provided for connecting HDPE and PVC pipe together? Are Hymax-type restrained joints required? Can regular couplings be used? Are adapters required?

**RESPONSE**

Refer to Detail Sheet D5 for HDPE pipe anchors. The butt-fused wall collar with a mechanical joint retainer and transition coupling is commonly used. The Engineer will consider options in the submittal process. There are no details for connecting HDPE to PVC but refer to Specification Section 331113 for requirements.

**5. QUESTION**

Why are certified payrolls required to be submitted if there are no Davis-Bacon requirements for this project?

**RESPONSE**

Region 10, Belomar Regional Council and Interstate Planning Commission, requires that certified payrolls be submitted to ensure that minimum wages are paid to project workers.

**6. QUESTION**

What are the requirements for disposing mud flow from HDD operations?

**RESPONSE**

Do not allow mud flow into streams. Follow DEP requirements and all applicable laws and regulations.

**7. QUESTION**

Are there any geotechnical reports? Is there a rock clause in the specifications?

**RESPONSE**

There are no geotechnical or rock clauses. There shall be no additional compensation for rock excavation.

**8. QUESTION**

Can trenches be backfilled with existing material?

**RESPONSE**

Since nearly all of the construction is in the ditch line, yes, existing material can be used as backfill as long as it is suitable for such. Refer to the contract drawings for road crossing and trench details.

**9. QUESTION**

What are the requirements for HDPE retaining collars? Can retaining collars made for butt-fused seams be used, or can electro-fusion couplings be used?

**RESPONSE**

Expansion/contraction of HDPE pipe from PVC pipe is a concern. It is recommended that butt-fused collars be used but the Engineer will consider other options in the submittal process. Refer to the specifications for fitting and joint requirements.

**10. QUESTION**

Is the ¾-inch service line on Sheet #2, where it crosses Green Valley Road, supposed to be bored?

**RESPONSE**

Yes, all service line crossings along Green Valley Road shall be bore and jack with casing.

**11. QUESTION**

Sheet D6 shows only a high-pressure meter setting detail. Are there any low-pressure meter settings required?

**RESPONSE**

All meter settings shall be high-pressure meter settings.

## **12. QUESTION**

Two (2) 2-inch gate valves are shown on the plans but only one (1) is indicated on the bid schedule. Which is correct?

### **RESPONSE**

The drawings are correct. The C410 bid form, EJCDC Form C-111 (Advertisement for Bids) project description and Specification Section 011000 Summary paragraph 1.3.A.1 have been revised to reflect the correct quantity and are included in this Addendum.

## **13. QUESTION**

Three (3) 6-inch gate valves are shown on the plans but four (4) are indicated on the bid schedule. Which is correct?

### **RESPONSE**

The drawings are correct. The C410 bid form, EJCDC Form C-111 (Advertisement for Bids) project description and Specification Section 011000 Summary paragraph 1.3.A.1 have been revised to reflect the correct quantity and are included in this Addendum.

## **14. QUESTION**

Twenty (20) linear feet of 6-inch (6") CL52 DI Pipe is shown on Sheet #3 but one hundred (100) linear feet is indicated on the bid schedule. Which is correct?

### **RESPONSE**

The bid sheet is correct. There is 20 linear feet of DI Pipe on Sheet #3 where it crosses Green Valley Road and also approximately 80 linear where it crosses Fletcher Hill Road, CR68 on Sheet #4.

## **15. QUESTION**

Forty (40) linear feet of 8-inch (8") CL52 DI Pipe is shown on Sheets #1 and #2 but sixty (60) linear feet is indicated on the bid schedule. Which is correct?

### **RESPONSE**

The drawings are correct. The C410 bid form, EJCDC Form C-111 (Advertisement for Bids) project description and Specification Section 011000 Summary paragraph 1.3.A.1 have been revised to reflect the correct quantity and are included in this Addendum.

**E. CLARIFICATIONS**

1. A delayed Notice to Proceed will be issued on this project due to delays in receiving materials. The Contractor shall submit a letter to the Engineer stating when materials have been received. At that time, the Engineer will issue the Notice to Proceed requiring the work to be substantially complete within 45 calendar days and ready for final payment within 60 calendar days.

If you have any questions or comments, please feel free to contact me at your earliest convenience. As a reminder, bids will be received until 2:00 p.m. LPT on Thursday, December 15<sup>th</sup>, 2022 at the City of Cameron City Hall, 44 Main Street, Cameron, Marshall County, West Virginia 26033. Good luck to everyone and thank you for your interest in the project.

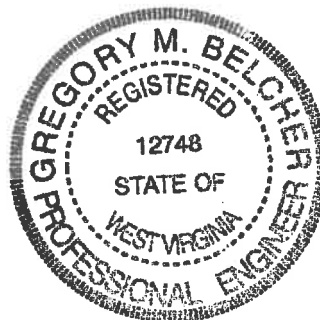
Sincerely,

THE THRASHER GROUP, INC.



GREGORY M. BELCHER, P.E.  
Project Engineer

Enclosures    Pre-Bid Meeting Notes  
                  Pre-Bid Sign-In Sheet  
                  C-410 Bid Form  
                  Specification 011000 Summary



*Gregory M. Belcher*  
12/8/2022

**CITY OF CAMERON**  
**MARSHALL COUNTY, WEST VIRGINIA**  
**GREEN VALLEY ROAD WATER LINE EXTENSION**  
**PRE-BID CONFERENCE**  
**Wednesday, November 30, 2022**

Thrasher Project #010-10179

Name	Representing	Phone #	Email Address
MIKE PATT	RDR UTILITY SERVICES	304-203-9644	kpiatt@rdrusj.com
Clay Weckbach	RDR Utility Services	304-641-5053	cweckbach@rdrusj.com
Frank Flora	James White Construction	304-748-8181	fflora@jameswhiteconstruction.com
Mike Gianni	James White Construction	304-748-8181	mgianni@jameswhiteconstruction.com
Derek Radcliff	BEAR Contracting	304-203-3023	dradcliff@bear-contracting.com
Chris Hartley	Mason Dixon Energy Services	724-323-6189	chertley@mason-dixons.com
Robert Hart	Dirt + Dr	315-383-7006	rhoyt@thedirtdoctor.com
Charles Lewis	The Dirt Doctor	304-918-8085	clewis@thedirtdoctor.com
Baden Powell	Sei-on-mat	740.391.2547	bpowell@belomac-city
ADAM TURNER	LITMAN EXCAVATING	740-901-1908	ATURNER@LITMANEXCAVATING.COM

Nichole Bryan 304-686-2366 nbryan@cameronwv.gov

**CITY OF CAMERON**

**44 Main Street  
Cameron, WV 26033  
Phone: (304) 686-2366  
Fax: (304) 686-4706**

**THE THRASHER GROUP, INC.**

**600 White Oaks Boulevard  
PO Box 940  
Bridgeport, WV 26330  
Telephone # (800) 273-6541  
Fax # (304) 624-7831**

**NON-MANDATORY PRE-BID CONFERENCE AGENDA**

<b>PROJECT LOCATION:</b>	Marshall County, West Virginia
<b>ENGINEER'S PROJECT #:</b>	010-10179
<b>DATE OF CONFERENCE:</b>	Wednesday, November 30, 2022 @ 10:00 AM, LPT
<b>CONFERENCE LOCATION:</b>	Cameron City Hall 44 Main Street Cameron, WV 26033

## **PRE-BID AGENDA**

### **I. Introductions**

Steve Haynes, E.I., Senior Project Manager  
Mark Belcher, P.E., Project Engineer  
Baden Powell, Administrator, Region 10 Belomar Regional Council and Interstate Planning Commission  
A.C. Wiethe, Administrator, Region 10 Belomar Regional Council and Interstate Planning Commission  
Hon. Greg Galentine, Mayor, City of Cameron

The attached sign-in sheets document all attendees of this Non-Mandatory Pre-Bid Conference. Attendance of this Conference is one part of the Bid Opening Requirements as further described.

### **II. General Project Description**

This project, Proposed Critical Needs Green Valley Road Water Line Extension, is for the City of Cameron, WV.

The project is generally described as part of the Advertisement for Bids.

The Work shall be substantially complete within 45 days after the date when the Contract Times commence to run and completed and ready for final payment within 60 days after the date when the Contract Times commence to run. The liquidated damages are \$1,000.00 per day, as noted in the Advertisement for Bids and the Form of Agreement.

The budget for this project is \$550,000.00.

### **III. General Bidding Information**

- a. General - Questions will be received by the Engineer until 5:00 PM on Wednesday, December 7th. At that time, Addendum No.1, including the Pre-Bid Meeting minutes, will be compiled and distributed.
- b. Sealed bids for the Green Valley Road Water Line Extension project will be received by the City of Cameron, located at 44 Main Street, Marshall County, Cameron, West Virginia 26033, until 2:00 p.m. L.P.T., on Thursday, December 15<sup>th</sup> 2022, at which time the bids received will be publicly opened and read aloud.
- c. Instructions to Bidders – Described in the Contract Documents and Detailed Specifications. Provide quick highlights of important articles.

1. Each bid must be accompanied by a bid security of 5% of the Bidder's maximum price, in the form of a certified check, bank money order, or Bid Bond issued by a qualified surety company.
  2. Each bid shall be enclosed in a plainly marked package with the Project Title, the Name and Address of the Bidder, and accompanied by the Bid Security and other required documents.
  3. If a bid is sent by mail or other delivery method, the sealed envelope containing the bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED". Mailed bids shall be sent to the City of Cameron, 44 Main Street, Cameron, WV 26033 and must be received by 2:00 PM, Thursday, December 15<sup>th</sup>, 2022. Any bid received after that will not be accepted and will be returned to the Bidder unopened.
- b. Bid Opening Requirements (BOR) – Described in the Contract Documents and Detailed Specifications. Provide a quick overview of the forms to be completed, notarized and signed.
1. Refer to the Bid Opening Requirements Checklist (BOR-1).
  2. Bid Bond – 5% of total project cost. (BOR-2 and BOR-3). For Default of the Bidder for failure to deliver within 30 days of bid opening the executed Agreement and any Performance and Payment Bonds required.
  3. Certification of Receipt of Addenda (BOR-4) – Bidder certifies that they understand completely and have all questions answered concerning the bidding and contract award procedures. Bidder has examined copies of the Contract Documents and any addenda.
  4. Work-Free Drug Place (BOR-5 and BOR-6) – Must be signed and submitted in the first envelope of the Bid Package as evidence of the Bidder's compliance with WV Code 21-1D-5. Failure to sign and submit this form will result in the disqualification of the bid.
  5. West Virginia Jobs Act Certification (BOR-7 and 8) – Certification that at least 75% of the contractor's employees are from the local labor market. Local labor market includes all West Virginia counties and certain counties in Kentucky, Maryland, Ohio, Pennsylvania, North Carolina, Tennessee Virginia, and all of DC. Refer to BOR-8 for the list of approved counties.
- c. Bid Form – Described in the Contract Documents and Detailed Specifications (Section 012000, Price and Payment Procedures). Provide a quick explanation on how to complete the Bid Form.
- i. Complete each line item with both words and figures. In case of discrepancy between the two, the amount indicated in words shall govern.

- ii. Bids shall include sales tax and all other applicable taxes and fees.
  - iii. Unit prices shall include purchase and installation, complete in place, per bid item in accordance with the detailed specifications.
  - iv. All blanks on the form shall be filled in ink or typed, and signed in ink. All alterations or erasures shall be initialed in ink.
  - v. All names shall be printed in ink below the signatures.
- d. Method of Award – Contingent upon sufficient funding for the project, the Owner may elect to award the contract to the lowest qualified Bidder on the basis of the total base bid; there are no deductive alternatives. If the bids exceed available funding, the Owner has the right to reject all bids.

#### IV. Details of Project

- a. Construction Sequence of Events - Refer to Sheet i, Index Sheet of the Contract Drawings, and Section 01010 of the Contract Specifications.
- b. Material and Equipment – Provide a general description that follows the C-410 Bid Form.
- c. Prevailing Wages – Davis Bacon Wage Rates are not required for this project.
- d. American Iron and Steel Requirements – Not required.

#### V. Submittals – Required for all materials and equipment used for the project per Specification Section 013300. Provide six (6) copies of all hard-copy submittals. Three (3) hard copies will be returned to the Contractor. Submittals may be submitted via email in .pdf format.

#### VI. Permits – All permits have been applied for and received by the Owner.

- 1. DOH Highways Permit: Received (Permit # 06-2022-0339). The City has paid all costs associated with obtaining the permits including the DOH inspection fees.

#### VII. B & O Taxes/Building Permits

None. All work is outside of the City limits.

#### VIII. Geotechnical Report

None.

#### IX. Office Trailer and Equipment, Storage Area, and Disposal Area

- a. The Contract documents and Detailed Specifications require the Contractor to provide an Office Trailer. The Contractor shall obtain written permission for the use of an area to place the office trailer. The written document shall indemnify and

hold harmless the Owner and Engineer and shall be provided to the Owner and Engineer. An office space for rent would be acceptable.

- b. The Contractor shall acquire storage/staging areas as required. The Contractor shall obtain written permission for the use of all storage/staging areas. The written document shall indemnify and hold harmless the Owner and the Engineer and shall be provided to the Owner and Engineer.
- c. The Owner does not have a designated disposal area. The Contractor shall obtain written permission for the use of private disposal area(s) in accordance with all applicable laws. The written document shall indemnify and hold harmless the Owner and Engineer and shall be provided to the Owner and Engineer. The Engineer will modify the NPDES Stormwater Permit to cover the Contractor's disposal area.

X. Addressing Questions

All questions must be submitted by 5:00 PM, December 7th. All questions must be submitted in writing and will only be accepted via fax or email to Steve Haynes at: 304-; email: shaynes@thethrashergroup.com

XI. Addendum

At least one (1) addendum will be written and issued to all plan holders no later than cob, December 9th. Any and all Addenda shall be acknowledged by the Contractor on Page BOR-4.

XII. Funding Agencies

- 1. The West Virginia Infrastructure and Jobs Development Council: IJDC Critical Needs Grant \$550,000.00.

Pay applications will be processed with a closing of quantities on the first Friday prior to the third Monday of each month when the City Council meets. Following approval of the Council's meeting, pay applications will be forwarded to the funding agencies for their approval and dispersal of funds.

XIII. Project Administrator

Region 10 Belomar Regional Council and Interstate Planning Commission. A. Wiethe or Baden Powell. Allow one of them to say a few words.

XIV. Owner

The City of Cameron, West Virginia; Greg Valentine, Mayor. Introduce the mayor and any town council members.

XV. Question and Answer – Questions and answers will be included in the Addendum.

XVI. Site Visit

## 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:

*City of Cameron  
44 Main Street  
Cameron, WV 26033*

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 Green Valley Road Water Line Extension. 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**  
**GREEN VALLEY ROAD WATER LINE EXTENSION**  
**FOR THE**  
**CITY OF CAMERON**  
**MARSHALL 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. Bids shall include sales tax and all other applicable taxes and fees.**

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
1	1	LS	Mobilization/Demobilization			
2	3,000	LF	Restoration of Disturbed Area			
3	1	LS	Erosion and Sediment Control Measures			
4	300	LF	WVDOH Type "A-2" Trench Repair with Crusher Run Stone, Concrete, Rebar, Tack Coat, and Hot Mixed Asphalt			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
5	170	LF	WVDOH Type "B" Trench Repair			
6	1,000	LF	WVDOH Type "C" Trench Repair			
7	11,400	SF	Full Width Roadway Crushed Stone Repair			
8	70	TN	2" Milling and Overlay of Bituminous Concrete Pavement (WVDOH Marshall Type (1) Wearing Course)			
9	65	LF	Concrete Paving and Sidewalks			
10	200	LF	Horizontal Directionally Drilled 8" DR11 (Pressure Rating 200 PSI) Ductile Iron Pipe Size High Density Polyethylene Pipe Water Line			
11	700	LF	Horizontal Directionally Drilled 6" DR11 (Pressure Rating 200 PSI) Ductile Iron Pipe Size High Density Polyethylene Pipe Water Line			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
12	530	LF	Horizontal Directionally Drilled 2" DR11 (Pressure Rating 200 PSI) Ductile Iron Pipe Size High Density Polyethylene Pipe Water Line			
13	300	LF	Open Cut ¾" Polyethylene SDR 9 Service Tubing			
14	300	LF	Bored and Jacked ¾" Polyethylene SDR 9 Service Tubing with 2" PVC Casing			
15	80	LF	2" PVC SDR 13.5 (Pressure Rating 315 PSI) Water Line			
16	1,600	LF	8" AWWA C900 DR18 (Pressure Class 235 PSI) PVC Water Line			
17	2,200	LF	6" AWWA C900 DR18 (Pressure Class 235 PSI) PVC Water Line			
18	40	LF	8" (Thickness Class 52) Ductile Iron Pipe without Polyethylene Encasement			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
19	100	LF	6" (Thickness Class 52) Ductile Iron Pipe without Polyethylene Encasement			
20	1	EA	Hot Tap Tie-In New 8" Water Line to Existing 8" Water Line Including One (1) Gate Valve			
21	2	EA	2" Post Flushing Hydrant Assembly			
22	1	EA	3/4" Air Release Valve			
23	10	EA	Reinforced Concrete Anchors			
24	20	EA	3/4" High Pressure Single Meter Setting with New Meters			
25	3	EA	Reconnect Existing Customers to New 8" Line with New Meters			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
26	1	EA	8" Gate Valve			
27	3	EA	6" Gate Valve			
28	2	EA	2" Gate Valve			
29	3	EA	Fire Hydrant Assembly			

**TOTAL 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.

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

- 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 \${Bidder fill in GMP}.~~

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## **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		\${number}
	2. Total number of calendar days to substantially complete the Work	{number} days	
	3. Liquidated Damages Rate (from Agreement)	\${number}/day	
B	4. Adjustment Amount (2 x 3)		\${number}
A+B	5. Amount for Comparison of Bids		\${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		\${number}
	2. Total number of calendar days to substantially complete the Work	{number} days	
	3. Liquidated Damages Rate (from Agreement)	\${number}/day	
B	4. Adjustment Amount (2 x 3)		\${number}
A+B	5. Amount for Comparison of Bids		\${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 [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 [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)

\_\_\_\_\_

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Specification and drawing conventions.

#### 1.2 PROJECT INFORMATION

##### A. Project Identification: Green Valley Road Water Line Extension Project.

1. Project Location: Cameron, Marshall County, West Virginia.

##### B. Owner: City of Cameron

1. Owner's Representative: **(To be Determined at the Pre-Construction Conference.)**

##### C. Engineer: The Thrasher Group, Inc.

##### D. Contractor: **(To be Determined by Bidding)**

#### 1.3 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; 3,000 LF Restoration of Disturbed Area; 1 LS Erosion and Sediment Control Measures; 300 LF WVDOH Type "A-2" Trench Repair with Crusher Run Stone, Concrete, Rebar, Tack Coat, and Hot Mixed Asphalt; 170 LF WVDOH Type "B" Trench Repair; 1,000 LF WVDOH Type "C" Trench Repair; 11,400 SF Full Width Roadway Crushed Stone Repair; 70 TN 2" Milling and Overlay of Bituminous Concrete Pavement (WVDOH Marshall Type (1) Wearing Course); 65 LF Concrete Paving and Sidewalks; 200 LF Horizontal Directionally Drilled 8" DR11 (Pressure Rating 200 PSI) Ductile Iron Pipe Size High Density Polyethylene Pipe Water Line; 700 LF Horizontal Directionally Drilled 6" DR11 (Pressure Rating 200 PSI) Ductile Iron Pipe Size High Density Polyethylene Pipe Water Line; 530 LF Horizontal Directionally Drilled 2" DR11 (Pressure Rating 200 PSI) Ductile Iron Pipe Size High Density Polyethylene Pipe Water Line; 300 LF Open Cut ¾" Polyethylene SDR 9 Service Tubing; 300 LF Bored and Jacked ¾" Polyethylene SDR 9 Service Tubing with 2" PVC Casing; 80 LF 2" PVC SDR 13.5 (Pressure Rating 315 PSI) Water Line; 1,600 LF 8" AWWA C900 DR18 (Pressure Class 235 PSI) PVC Water Line; 2,200 LF 6" AWWA C900 DR18 (Pressure Class 235 PSI) PVC Water Line; 40 LF 8" (Thickness

Class 52) Ductile Iron Pipe without Polyethylene Encasement; 100 LF 6" (Thickness Class 52) Ductile Iron Pipe without Polyethylene Encasement; 1 EA Hot Tap Tie-In New 8" Water Line to Existing 8" Water Line Including One (1) Gate Valve; 2 EA 2" Post Flushing Hydrant Assembly; 1 EA 3/4" Air Release Valve; 10 EA Reinforced Concrete Anchors; 20 EA 3/4" High Pressure Single Meter Setting with New Meters; 3 EA Reconnect Existing Customers to New 8" Line with New Meters; 1 EA 8" Gate Valve; 3 EA 6" Gate Valve; 2 EA 2" Gate Valve; 3 EA Fire Hydrant Assembly.

B. Type of Contract.

1. Project will be constructed under a single prime contract.

1.4 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.

1.5 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. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on 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

A. ANTICIPATED CONSTRUCTION SEQUENCE OF EVENTS:

1. Contact Miss Utility at 1-800-245-4848 or 811 or WV811.com.
2. Videotape Entire Project Area. (by Engineer)
3. Install Erosion and Sediment Control Measures.
4. Coordinate with Owner.
5. Construct, test, and place into operation all new facilities.
6. Repair all disturbed areas.
7. Closeout project.

END OF SECTION 011000

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