

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

CONTRACT #1 - J2Y35 WATERLINE EXTENSION

ADDENDUM #1

NOVEMBER 11, 2022

THRASHER PROJECT #010-10151

TO WHOM IT MAY CONCERN:

A Pre-Bid Conference was held on Thursday, November 10, 2022 on the above-referenced project, a copy of the sign-in sheet and meeting minutes are included in this Addendum. The following are clarifications and responses to questions posed by contractors for the above reference project.

A. GENERAL

1. The last day for questions is by C.O.B. on November 18, 2022. All questions must be submitted via email to Erik Allbright at eallbright@thethrashergroup.com or Tyler Pelfrey at tpelfrey@thethrashergroup.com.
2. The Contractor Cross Cutter Assurances Certification and the Debarment, Suspension, and Other Responsibility Certification have been added to the BOR. **REPLACE** the BOR included in the specifications with the BOR included with this Addendum #1.

B. SPECIFICATIONS

N/A.

C. DRAWINGS

N/A.

D. QUESTIONS AND RESPONSES

QUESTION

1. Does the WVDOH allow using traffic lights for traffic control in the project area?

RESPONSE

Yes. The WVDOH representative for the project has also noted that an area near the booster station site has a hillside with brush that, if not cleared and maintained, can obstruct the field of view for access to the booster station. The WVDOH has requested that this area be maintained throughout the duration of construction.

QUESTION

2. Is an office trailer required?

RESPONSE

No. However if the Contractor wishes to utilize one, the Contractor will need to adhere to the requirements of Specification Section 015000.00 – Temporary Facilities and Controls.

QUESTION

3. The last day to submit questions is November 18th – is that Close of Business?

RESPONSE

Yes.

QUESTION

4. Could you supply a list of the DBE companies that you have been in touch with?

RESPONSE

Yes. A list of the DBE Contractors which the advertisement for Bid was sent to is included with this Addendum #1.

QUESTION

5. Does all brush, debris, etc. need to be hauled off site, or is there anywhere to stockpile the removed material?

RESPONSE

Yes.

QUESTION

6. What is the requirement for tree stumps?

RESPONSE

If they are not able to be removed, stumps should be ground down to six inches below grade.

QUESTION

7. Does the Owner have any place of storage for pipe and materials and for hauling excavated dirt?

RESPONSE

An old booster station site on Jericho Road near the project area has space for storing pipe and materials. However, this site is not fenced or gated. The adjacent property owner at the existing tank site has been receptive in the past to using some of that area as a storage area. Material could be hauled to the Owner's Camp Conley Wastewater Treatment Plant as well by the Contractor. The Contractor is responsible for security and reclamation of any storage site they use.

QUESTION

8. Is it the intent that the Earthwork will balance at both sites?

RESPONSE

Yes.

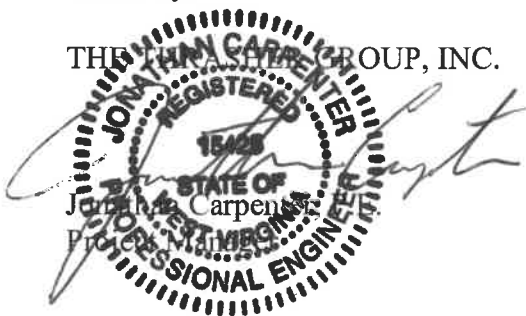
E. CLARIFICATIONS

1. The PSD wishes to reuse the telemetry equipment on the existing tank if possible. If this is not feasible, the new telemetry will need to be solar powered and adhere to the other requirements set in Specification Section 262930 – Satellite-Cellular Telemetry Control System.

If you have any questions or comments, please feel free to contact me at your earliest convenience. As a reminder, bids will be received until 2:00 p.m. on Thursday, December 1, 2022, at the Mason County Public Service District located at 101 Camden Avenue, Point Pleasant, Mason County, WV. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE JOHNSON CARPENTER GROUP, INC.



MASON COUNTY PUBLIC SERVICE DISTRICT
MASON COUNTY, WEST VIRGINIA
J2Y35 WATER SYSTEM IMPROVEMENTS PROJECT

PRE-BID CONFERENCE
Thursday, November 10, 2022 at 10:00 AM

Thrasher Project #010-10151

Name	Representing	Phone #	Email Address
ERIK ALBRIGHT	THRASHER	(304) 343-7601	ealbright@thrashergrp.com
Thrasher Rollins	Ampco Inc.	304-539-8497	ngreaching@aol.com
AJ Huber	Stonjate Const Inc	304-488-2978	AJ@stonjateids.com
Alan C. Simon	Stonegate	304 492 7539	alan@stonegateids.com
Andrzej	CAEINBANKI	304 208 3733	AMC@INBANKI.COM
Tanner Goedicke	Tribute	606-922-8835	tannerg@outlook.com
Long Whaley	Tribute	304-654-0166	whaley.doc@Yahoo.com
Austin Clark	CJ Hykes	304-730-3787	ackr1@cwkyhs.com
RAUDY RICHMOND	FAMCO, INC.	304-890-6434	r.richmond.famco@gmail.com

Name	Representing	Phone #	Email Address
Logan Davis	BPH DWTRF	304-380-7301	logan.r.davis@w.jgvl
Bernie Dunlap	Dunlap Contracting LLC	681-361-2023	dunlapcontractingllc@gmail.com
Lynell Pacey	PRO Contracting	304-669-9738	
Ken Reed	MASSI	740-919-1644	Ken@midatlanticstages.com
JOE FINGLEY	MASSI	740-604-9479	JOE@MIDATLANTICSTAGES.COM
Mark Stelle	Foster	304-206-7808	mark@fostersupply.com
Mike Jarrett	Mountain Haus Properties	304-545-0408	mike.jarrett@mountainhaus.net
Jack Schumace	Mountain Haus Properties	504-380-5335	jack.schumace@mountainhaus.net
Robby Elliott	Region 2 PDC	304-635-2701	kelliott@region2pdc.org
TYLER PELFREY	THRASHER	(304) 343-7601	tpelfrey@the-thrasher-group.com
JOHN LIPKE	MCPSD	(304) 675-8940	lipke3315@gmail.com

MASON COUNTY PUBLIC SERVICE DISTRICT

**101 Camden Avenue
Point Pleasant, WV 25550
Phone: (304) 675-6399**

THE THRASHER GROUP, INC.

**300 Association Drive
Charleston, WV 25311
Telephone # (304) 343-7601**

PRE-BID CONFERENCE AGENDA

PROJECT LOCATION: Mason County, West Virginia

ENGINEER'S PROJECT #: 010-10151

DATE OF CONFERENCE: Thursday, November 10, 2022 at 10:00 A.M., LPT

CONFERENCE LOCATION: Mason County Public Service District
101 Camden Avenue
Point Pleasant, WV 25550

PRE-BID AGENDA

- I. **Introductions – Mason County Public Service District, Region 2 Planning & Development Council, West Virginia Bureau for Public Health, Thrasher Group, Inc.**
- II. **General Project Description**
 - a. **Contract #1 – J2Y35 Distribution System Improvements**
- The project consists of the following:
 1. **The Contract is a waterline extension to extend water service to the former J2Y35 Water Association water distribution system. The extension will consist of approximately 9,700 linear feet of 8” PVC water line, 2,320 linear feet of polyethylene service tubing, ten 8” gatevalves, six fire hydrants, 16 connections to existing water lines, reconnecting 72 water meters to the new water line, one booster station, restoration, and all appurtenances for a complete project.**
 - b. **Contract #2 – J2Y35 Water Tank Replacement**
-The project consists of the following:
 1. **This Contract consists of a 156,000 gallon above-ground storage tank including site work, piping, water storage tank, electrical, fencing, and restoration for a complete project.**
- III. **General Bidding Information**
 - a. **General**
 - i. **Contract #1 & #2**
 1. **Bid opening will be on December 1, 2022.**
 2. **Time - 2:00 PM**
 3. **Location: (Same Location as Pre-Bid)** Bids will be mailed or hand delivered to the Mason County Public Service District located at 101 Camden Ave. Point Pleasant, WV 25550
 - ii. **Two Envelope System – All BOR (blue) in 1st envelope, and BID Form (Yellow) in other.**
 1. **Envelope 1**
 - a. **Name & address of Bidder**

- b. Bid for Contract # with name**
- c. Project Owner name – Mason County Public Service District**

2. Envelope 2

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

iii. Contract Time

- a. Contract #1 – J2Y35 Distribution System Improvements**
 - i. Substantial Completion - 180 days**
 - ii. Final Completion - 210 days**
 - iii. Liquidated Damages - \$1,000/day**
- b. Contract #2 – J2Y35 Water Tank Replacement**
 - i. Substantial Completion – 270 days**
 - ii. Final Completion – 300 days**
 - iii. Liquidated Damages - \$1,000/day**
- c. The District plans to award within the 90 days post bid, but delay the Notice to proceed until submittals and materials are anticipated to arrive.**

b. Bid Opening Requirements - Blue Pages – Labeled BOR

- i. Bid Submitted on Time**
- ii. Bid Bond**
- iii. Certification of receipt of all addenda to Plans and Specifications**
- iv. MBE/WBE Utilization**
- v. Equal Opportunity Employment**
- vi. Non-Segregated Facilities**
- vii. Non-Discrimination Employment**

- viii. **WV Code §21-1D-5 Drug Free Workplace Conformance Affidavit**
- ix. **Federal Wage Rate Certification. (Davis Bacon)**
- x. **AIS/BABA Requirements**
- xi. **Copy of Current Contractor's License**

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

1. **Contract #1 – J2Y35 Distribution System Improvements**

a. **40 Unit Price Base Bid Items**

2. **Contract #2 – J2Y35 Water Tank Replacement**

a. **8 Unit Price Base Bid Items**

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

V. **Details of Project**

a. **Construction Sequence of Events – As Described in the Summary Section**

011000 for the contract.

b. **Material and Equipment - As Described in the Plans/Specs. “Or Equal” items**

will be reviewed during the submittal process as described in Section 012500

“Substitution Procedures” and 013300 “Submittal Requirements”.

c. **Other Miscellaneous Items**

i. **Project Estimates:**

Contract #1 - \$1,400,000

Contract #2 - \$600,000

ii. **Geotechnical Report: A Geotech report was completed for the tank**

site and can be obtained by request.

iii. Plans and Specs- (Perferred) Electronic copies \$30

Hard Copies \$100 (forms available)

iv. Intent to Bid – form if you know you are going to bid so we can prepare documents accordingly.

v. Submittals

a. Submittals will be sent electronically through the Submittal Exchange per spec 013300 – Submittal Procedures. A link will be sent from Oracle to the Contractor upon award and set up by the Engineer.

VI. Permits

a. All permits have been obtained as part of the project including:

i. WVDEP – Construction Stormwater Permit, Health Department Permit and WVDOH ROW Permit.

VII. B & O Taxes

a. B&O Taxes DO NOT apply to this Project.

VIII. Office Trailer and Equipment and Storage Area

a. Locations for the Office Trailer, Equipment and Storage Area must be coordinated with the Engineer and Owner. The area shall be included in the Pre-Construction Videos – must be set up prior to 1st pay. Will include bathroom, phone, internet, fax, etc. per Spec 015000 – Temporary Facilities and Controls.

IX. Addressing Questions

a. **All in Writing – Email only to Erik Allbright –
callbright@thethrashergroup.com**

**Reference Mason County Public Service District – Contract #, Please
Reference Sheet # and Spec Section for all questions.**

X. **Addendum**

a. **Last Day for Questions will be COB Friday, November 18th, 2022 –
Addendum will be overnighted to all paper planholders and sent
electronically to all planholders by C.O.B. on Wednesday, November 23rd,
2022.**

XI. **Funding Agencies – This project is funded by the WVIJDC, DWTRF, Mason County
Commission, and the WVWDA. Federal Wage Rates DO Apply to this contract.**

XII. **MCPSD – Another Project (Cerrone), Booster Station (Mindful of Property Owner)**

XIII. **DWTRF – Change Order Approval & Payment (BABA)**

XIV. **Region II PDC**

XV. **Question and Answer Session.**

**PROPOSED
 CONTRACT #1 - J2Y35 DISTRIBUTION SYSTEM IMPROVEMENTS
 FOR THE
 MASON COUNTY PUBLIC SERVICE DISTRICT
 MASON COUNTY, WEST VIRGINIA
 THRASHER PROJECT # 010-10151**

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

Item	Completed Satisfactory (Check if completed)
1. Bid submitted on time	_____
2. Attend Mandatory Pre-Bid Meeting	_____
3. Bid Bond (Sample BOR-2 & 3)	_____
4. Certification of receipt of all addenda to Plans and Specifications. (BOR-4)	_____
5. MBE/WBE Utilization Requirement (BOR 5-8)	_____
6. Equal Employment Opportunity (BOR 9-12)	_____
7. Compliance Statement/ Notice to Prospective Subcontractors (Non-Segregated Facilities) (BOR – 13 & 14)	_____
8. Nondiscrimination in Employment Requirements (BOR 15)	_____
9. West Virginia Code §21-1D-5 Drug Free Workplace Conformance Affidavit (BOR-16 & 17)	_____
10. Federal Wage Rate Certification (BOR-18 & 19)	_____
11. American Iron and Steel Requirement (BOR-20)	_____
12. Contractor Cross Cutter Assurances Certification (BOR 21 & 22)	_____

Addendum #1

13. Debarment, Suspension, and Other Responsibility Certification (BOR 23) _____

14. Copy of Current Contractor's License included. _____

BID BOND (PENAL SUM FORM)

<p>Bidder Name: [Full formal name of Bidder] Address <i>(principal place of business):</i> [Address of Bidder's principal place of business]</p>	<p>Surety Name: [Full formal name of Surety] Address <i>(principal place of business):</i> [Address of Surety's principal place of business]</p>
<p>Owner Name: Mason County Public Service District Address <i>(principal place of business):</i> 101 Camden Avenue Point Pleasant, WV 25550</p>	<p>Bid Project <i>(name and location):</i> Contract #1 – J2Y35 Distribution System Improvements Bid Due Date: [Enter date bid is due]</p>
<p>Bond Penal Sum: [Amount] Date of Bond: [Date]</p>	
<p>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.</p>	
<p>Bidder</p> <p style="text-align: center;"><i>(Full formal name of Bidder)</i></p> <hr/> <p>By: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p> <p>Attest: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p>	<p>Surety</p> <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p> <hr/> <p>By: _____ <i>(Signature) (Attach Power of Attorney)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p> <p>Attest: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p>
<p><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></p>	

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.

**PROPOSED
CONTRACT #1 - J2Y35 DISTRIBUTION SYSTEM IMPROVEMENTS
FOR THE
MASON COUNTY PUBLIC SERVICE DISTRICT
MASON 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

**PROPOSED
CONTRACT #1 - J2Y35 DISTRIBUTION SYSTEM IMPROVEMENTS**

**FOR THE
MASON COUNTY PUBLIC SERVICE DISTRICT
MASON 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

**WEST VIRGINIA DRINKING WATER STATE REVOLVING FUND (DWTRF)
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>
 - **SOURCE FOR ALL OTHER PROFESSIONAL SERVICES:**

Central Contractor Registration website:
<https://www.bpn.gov/CCRSearch/Search.aspx>
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 SRF 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 SRF 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
Mason County Public Service District: Contract #1 - J2Y35 Distribution System Improvements

[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 Drinking Water State Revolving Fund 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)

EQUAL EMPLOYMENT OPPORTUNITY

No person in the United States shall, on the grounds of race, color, national origin, age, physical handicap, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance; reference Executive Order 11246, Title VI of the Civil Rights Act of 1964 (42 USC 2000d), Age Discrimination Act of 1975 (42 USC 6102) and section 504 of the Rehabilitation Act of 1973 (26 USC 794)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the secretary of labor.

(5) The contractor will furnish all information and reports required by Executive Order No 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractors non compliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in

Executive Order No 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION ACT

The contractor agrees to comply with federal clean air and water standards during performance of this contract and specifically agrees to the following:

(a) The term "facility" means (a) any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations (b) owned, leased or supervised (c) by contractor and the subcontractors (d) for the construction, supply and service contracts entered into by the contractor.

(b) That any facility to be utilized in the accomplishment of this contract is not listed on the Environmental protection Agency's List of Violating Facilities pursuant to 40 CFR part 15.20.

(c) That in the event a facility utilized in the accomplishment of this contract becomes listed on the Environmental Protection Agency's List of Violating Facilities, this contract may be canceled, terminated or suspended in whole or part.

(d) That it will comply with all the requirements of Section 114 of the Air Act and section 308 of the Water Act relating to inspection, monitoring, entry, reports and information as well as all other requirements specified in section 114 and section 308, respectively, and all other regulations and guidelines issued thereunder.

(e) That it will promptly notify the government of the receipt of any notice from the Director, Environmental protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the Environmental Protection Agency's List of Violating Facilities.

(f) That it will include the paragraphs (a) through (g) in every subcontract or purchase order entered into for the purpose of accomplishing this contract unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR Part 15.5) so that such provisions will be binding upon each subcontractor or vendor.

(g) That in the event that the contractor or the subcontractors for the construction, supply, and

service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR Part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (40 CFR Part 15.20) during the accomplishment of this contract. Further more, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the government as soon as the contractor or the subcontractor's facility is listed for having criminal conviction noted in 40 CFR Part 15.20.

CERTIFICATE OF EEO COMPLIANCE

The Company hereby certifies that it complies or has complied in the past with Section 3 of the Housing and Urban development Act of 1968 and Executive order No. 11246, as amended.

- A. The Company certifies that it has established an affirmative action program pursuant to 41 CFR Part 61-2.
- B. Has participated in previous contracts subject to the equal opportunity clause.
- C. If (B) above is checked, has filed all reports due under the previous contract requirements.

Company

By Date

Officer or Title

Attest: _____

i

Copies of the following notice will be posted in conspicuous places available to employees or applicants for employment:

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS
NONDISCRIMINATION IN EMPLOYMENT

TO EMPLOYEES OF _____
(Company Name)

The undersigned currently holds contract(s) with (Name of Applicant) involving funds or credit of the U.S. Government or (a) subcontractor(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance the Executive Order No. 11246, Section 202, dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

- HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION,
- RECRUITMENT, ADVERTISING, OR SOLICITATION FOR
- EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF
- PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR
- TRAINING INCLUDING APPRENTICESHIP, LAYOFF, OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order No. 11246.

Contractor Firm Name

Name (Printed)

Authorized Officer Title

Name (Signature)

Date

BOR 13
ATTACHMENT 3

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, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any 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, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certificate, the term "segregated facilities" means any waiting rooms, work areas, rest rooms 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 other wise. 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 the award of subcontract 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 and Title of Signer – Please Type)

Addendum #1

BOR 14

**Legal Advertisement for
Disadvantaged Business Enterprises and
NONDISCRIMINATION IN EMPLOYMENT Requirements**

The project must post in local newspapers a Class II legal advertisement not less than 30 days prior to the date on which bids are to be received. When the project is advertised the following statements must appear in the advertisement for bids:

“DBE REQUIREMENTS”

Each Bidder must fully comply with the requirements, terms, and conditions as set forth in the contract documents to achieve Disadvantaged Business Enterprise (DBE) participation during the performance of this contract. The bidder commits itself to the program for DBE participation and all other requirements, terms, and conditions of the bid conditions by submitting a properly signed bid.

The bidder agrees to make “good faith efforts” to sub-contract a portion of the total value of the contract to Disadvantaged businesses. This shall be done in compliance with the six (6) good faith efforts as outlined in 40 CFR 31.36(e). Failure to demonstrate good faith efforts may lead to rejection of bids. For the purpose of this program, the term “subcontractor” includes all construction, modification, and service work contracted for by the bidder in the execution of the work under this contract.

“NONDISCRIMINATION IN EMPLOYMENT”

“Bidders on this work will be required to comply with the President’s Executive Order No. 11246. The requirements for bidders and contractors under this order are explained in the specifications.”

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)

Wage Rates Contractor Certification

Whereas the firm of (_____),
License No.WV _____) (henceforth known as firm), has bid on the
Contract #1 - J2Y35 Distribution System Improvements Project, which will be funded in
part or in whole by a West Virginia Drinking Water Treatment Revolving Fund Loan, the
firm does hereby certify that it will comply with all requirements by the State of West
Virginia and/or federal government concerning Davis-Bacon Wage Rates requirements of
law. The firm also certifies that it will pay the higher of Davis-Bacon Wage Rates or the
state prevailing wage rate for all employees covered by these regulations.

Contractor Firm Name

Name (Printed)

Authorized Officer Title

Name (Signature)

Date

**NOTE: This certification must be signed and received by the West Virginia Bureau for
Public Health prior to authorization to award the contract.**

Davis-Bacon Certification

I hereby certify that the project listed below complies, to the best of my knowledge, with 29CFR5.5(a)(1) and all other applicable provisions of the Davis-Bacon Act.

29CFR5.5(a)(1): Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Contract #1 – J2Y35 Distribution System Improvements Project
Project Name

Payrolls received from _____ to _____

Signature of Authorized Official

Date

Print Name and Title of Authorized Official

**CONTRACTOR’S AMERICAN
IRON & STEEL CERTIFICATION**

As the contractor for the Contract #1 – J2Y35 Distribution System Improvements project, I certify that for my contract, I will install only iron and steel products manufactured and made in America for the above named project as detailed by the paragraph below. I will be fully accountable and responsible for complying with the American Iron and Steel requirements and associated documentation as stated below.

“Iron and steel products” refer to products made primarily of iron or steel; lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

Municipal castings include any of the following: access hatches, ballast screens, benches, bollards, cast bases, cast iron hinged hatches, cast iron riser rings, catch basin inlet, cleanout/monument boxes, construction covers and frames, curb and corner guards, curb openings, detectable warning plates, downspout shoes, drainage grates, frames and curb inlets, inlets, junction boxes, lampposts, manhole covers, meter boxes, service boxes, steel hinged hatches, steel riser rings, trash receptacles, tree grates, tree guards, trench grates, and valve boxes.

The following information must be in an organized file for **each iron or steel product** that is permanently incorporated into the project.

- The bill of sale receipt for the product showing the supplier’s/manufacturer’s information
- A manufacturer’s certification letter documenting
 1. the manufacturing location in the United States and
 2. specific information related to the product such as model number, serial number, & date of manufacture
- Should a waiver process be available & needed, the contractor will need to apply for such waiver as directed by the Bureau for Public Health. All documentation must be in the product file.

The contractor’s methodology for complying with the American Iron & Steel requirements must be reviewed at the pre-construction meeting.

The contractor must identify the material cost (itemized list) for the contract(s) and utilize a spreadsheet or other manner to track all deminimus items. Deminimus items must not exceed five percent of the material cost for the contract(s).

At the end of the project all the product files must be transferred to the project sponsor who should keep the files for five years after substantial completion.

Name (Printed)

Company

Name (Signature)

Date

DWTRF LOAN and/or EPA SAP GRANT CONTRACTOR CROSS CUTTER ASSURANCES CERTIFICATION

Whereas the firm of _____ (Contractor License No. WV _____) (henceforth known as firm), has bid on the Contract #1 - J2Y35 Distribution System Improvements Project, which will be funded in part or in whole by a West Virginia Drinking Water Treatment Revolving Fund Loan and/or EPA SAP Grant, the firm does hereby make assurances that it will comply with all requirements by the State of West Virginia and/or federal government concerning special requirements of law and other program requirements.

As such, the firm does hereby certify that it will comply with the following policies:

- Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 601) which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied benefit of, or otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance, and will immediately take any measures necessary to effectuate this assistance.
- Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, including Executive Orders 11914 and 11250) which provides that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation in (including employment), be denied program benefits, or subjected to discrimination under any program or activity.
- Equal Employment Opportunity, Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000. Contractors and subcontractors on federal and federally funded assisted construction contracts shall take affirmative action to ensure fair treatment in employment upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship.
- Women's and Minority Business Enterprise, Executive Orders 11625, 12138, and 12432, and Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988 (Pub. L. 100-590), as amended, which provides that affirmative steps will be taken by sub-grantees and their contractors to utilize minority businesses in construction or construction related contracts.

Contractor Cross Cutter Assurances (cont'd)

- Age Discrimination Act of 1975, Pub. L 94-135, as amended, which provides that no persons shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age.
- Executive Order 12549, the contractor shall not enter into any contracts with any persons or firm debarred from Government contracts.
- Drug-Free Workplace, the contractor shall comply with the Code of West Virginia §21-1D-1 through 9 which require contractors to have a statement of policy and to have a drug-free workplace program that requires drug and alcohol testing; providing standards and protocols for testing; providing for assistance for employees; requiring a drug-free workplace policy to be posted at the public improvement construction site; requiring drug-free workplace records and contents be open for inspection; providing penalties; and providing for confidentiality.

Contractor Firm Name

Name (Printed)

Authorized Officer Title

Name (Signature)

Date

NOTE: This certification must be signed and received by the West Virginia Bureau for Public Health prior to authorization to award the contract.

United States Environmental Protection Agency
Washington, D.C.

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

DBE Contractors

A-Zone Environmental Services, LLC
2182 Berryville Pike
Charlestown, WV 25414
Phone: 304-839-2409
Fax:
Email: amorgan@a-zoneenvironmental.com
Ms. Adrienne A. Morgan

Global Environmental & Remediation, LLC
2632S Childs Road
Kearneysville, WV 25430
Phone: 304-283-6764
Fax:
Email: sejglobal@gmail.com
Ms. Susan Johnson

Mountaineer Testing Services, Inc.
MountainStateBridgeCo.
PO Box 207
Evans, WV 25241
Phone:
Fax: 304-872-7110
Email: constqueen@hotmail.com
Ms. Jackie Hatfield

P&G Construction Company
122 Ball Lane
Prichard, WV 25555
Phone: 304-648-7440
Fax: 304-648-7441
Email: p-gconstruction@live.com
Ms. Peggy Roberts

TempoConstruction, LLC
PO Box 40028
Charleston, WV 25364
Phone: 304-741-5588
Fax:
Email: mary.cleland@tempowv.com
Ms. Mary N. Neenan