



COMPLEX PROJECTS  
REQUIRE RESOLVE  
**THRASHER'S GOT IT**

**PEA RIDGE PUBLIC SERVICE DISTRICT  
CABELL COUNTY, WEST VIRGINIA**

**CONTRACT #4 – ROUTE 2 SOUTH SANITARY SEWER EXTENSION**

**ADDENDUM #4**

**JULY 31, 2023**

**THRASHER PROJECT #020-1392**

TO WHOM IT MAY CONCERN:

This addendum has been issued to correct the Pea Ridge Public Service District's address on the Bid Bond and the Bid Form.

**A. GENERAL**

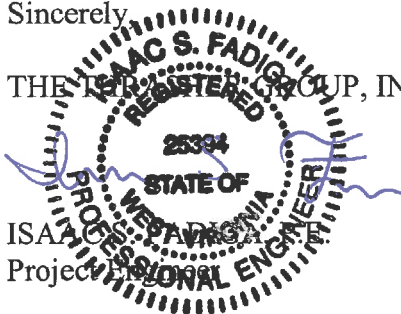
1. The attached bid bond has been revised with the correct address for the Pea Ridge Public Service District.
2. The bid form has been revised with the correct address for the Pea Ridge Public Service District. **YOU MUST USE THE ATTACHED BID FORM INCLUDED WITH THIS ADDENDUM # 4 WHEN PREPARING YOUR BID PACKAGE.**

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, August 3, 2023 at Pea Ridge Public Service District located at 500 Nova Street, Huntington, WV 25705. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE TRUP GROUP, INC.

ISAA  
Project



**BID BOND (PENAL SUM FORM)**

<p><b>Bidder</b>                  Name: <b>[Full formal name of Bidder]</b>                  Address <i>(principal place of business)</i>:  <b>[Address of Bidder’s principal place of business]</b></p>	<p><b>Surety</b>                  Name: <b>[Full formal name of Surety]</b>                  Address <i>(principal place of business)</i>:  <b>[Address of Surety’s principal place of business]</b></p>
<p><b>Owner</b>                  Name: <b>Pea Ridge Public Service District</b>                  Address <i>(principal place of business)</i>:  <b>500 Nova Street                  Huntington, WV 25705</b></p>	<p><b>Bid</b>                  Project <i>(name and location)</i>: <b>Contract #4 – Route 2 South Sanitary Sewer Extension</b>  <b>[Owner project/contract name, and location of the project]</b>                  Bid Due Date: <b>[Enter date bid is due]</b></p>
<p><b>Bond</b>                  Penal Sum: <b>[Amount]</b>                  Date of Bond: <b>[Date]</b></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> <hr/> <p style="text-align: center;"><i>(Full formal name of Bidder)</i></p>	<p>Surety</p> <hr/> <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____  <span style="display: block; text-align: center;"><i>(Signature)</i></span></p>	<p>By: _____  <span style="display: block; text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></span></p>
<p>Name: _____  <span style="display: block; text-align: center;"><i>(Printed or typed)</i></span></p>	<p>Name: _____  <span style="display: block; text-align: center;"><i>(Printed or typed)</i></span></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____  <span style="display: block; text-align: center;"><i>(Signature)</i></span></p>	<p>Attest: _____  <span style="display: block; text-align: center;"><i>(Signature)</i></span></p>
<p>Name: _____  <span style="display: block; text-align: center;"><i>(Printed or typed)</i></span></p>	<p>Name: _____  <span style="display: block; text-align: center;"><i>(Printed or typed)</i></span></p>
<p>Title: _____</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.

## **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:

*Pea Ridge Public Service District  
500 Nova Street  
Huntington, WV 25705*

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

Note: Bid Opening Requirements (BOR-9) includes the American Iron and Steel Certification which needs to be filled out and signed by the Contractor.

## 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 Contract #4 – Route 2 South Sanitary Sewer 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  
 CONTRACT #4 – ROUTE 2 SOUTH SANITARY SEWER EXTENSION  
 FOR THE**

**PEA RIDGE PUBLIC SERVICE DISTRICT  
 CABELL 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.***

<b>Item #</b>	<b>Qty.</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>UNIT PRICE WRITTEN IN WORDS</b>	<b>TOTAL PRICE</b>
1	1	LS	Mobilization/Demobilization			
2	1	LS	Videotaping of Project Area			
3	1	LS	Erosion and Sediment Control			
4a	125	LF	12" PVC SDR-35 Gravity Sewer Line (0'-6')			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
4b	500	LF	12" PVC SDR-35 Gravity Sewer Line (6'-9')			
4c	450	LF	12" PVC SDR-35 Gravity Sewer Line (9'-12')			
4d	2,550	LF	12" PVC SDR-35 Gravity Sewer Line (12'+)			
5a	3,850	LF	10" PVC SDR-35 Gravity Sewer Line (0'-6')			
5b	1,100	LF	10" PVC SDR-35 Gravity Sewer Line (6'-9')			
5c	1,400	LF	10" PVC SDR-35 Gravity Sewer Line (9'-12')			
5d	850	LF	10" PVC SDR-35 Gravity Sewer Line (12'+)			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
6a	2,700	LF	8" PVC SDR-35 Gravity Sewer Line (0'-6')			
6b	3,350	LF	8" PVC SDR-35 Gravity Sewer Line (6'-9')			
6c	2,050	LF	8" PVC SDR-35 Gravity Sewer Line (9'-12')			
6d	4,600	LF	8" PVC SDR-35 Gravity Sewer Line (12'+)			
7a	2,000	LF	6" PVC SDR-35 Gravity Sewer Line (0'-6')			
7b	500	LF	6" PVC SDR-35 Gravity Sewer Line (6'-9')			
7c	125	LF	6" PVC SDR-35 Gravity Sewer Line (9'-12')			



Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
7d	10	LF	6" PVC SDR-35 Gravity Sewer Line (12'+)			
8a	1,300	LF	8" DIP Gravity Sewer Line (0'-6')			
8b	500	LF	8" DIP Gravity Sewer Line (6'-9')			
8c	300	LF	8" DIP Gravity Sewer Line (9'-12')			
8d	700	LF	8" DIP Gravity Sewer Line (12'+)			
9a	175	LF	6" DIP Gravity Sewer Line (0'-6')			
9b	100	LF	6" DIP Gravity Sewer Line (6'-9')			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
10	1,900	LF	4" PVC SDR-17 Forcemain			
11	2,775	LF	3" PVC SDR-17 Forcemain			
12	735	LF	2" PVC SDR-17 Forcemain			
13	650	LF	1-1/2" HDPE DR-11 Forcemain			
14	5,900	LF	4" PVC SDR-17 Forcemain (Same Trench as Gravity Sewer)			
15	1,050	LF	3" PVC SDR-17 Forcemain (Same Trench as Gravity Sewer)			
16	500	LF	2" PVC SDR-17 Forcemain (Same Trench as Gravity Sewer)			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
17	6	EA	1" Combination Vacuum/Air Release Valves			
18a	16	EA	4" Forcemain Pressure Inline Cleanouts			
18b	10	EA	3" Forcemain Pressure Inline Cleanouts			
18c	1	EA	2" Forcemain Pressure Inline Cleanouts			
19	3,600	LF	4" PVC Customer Service Lateral			
20	150	LF	24" Steel Casing (Bore and Jack)			
21	175	LF	20" Steel Casing (Bore and Jack)			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
22	100	LF	8" Steel Casing (Bore and Jack)			
23	100	LF	6" Steel Casing (Bore and Jack)			
24	7	EA	Grinder Pump Stations			
25	160	EA	48" Dia. Manhole Base, Cone Top, Regular Casting			
26	10	EA	48" Dia. Drop Manholes			
27	600	VF	48" Dia. Manhole Riser Pipe			
28	20	EA	12"x4" PVC Wye Connection			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
29	35	EA	10"x4" PVC Wye Connection			
30	60	EA	8"x4" PVC Wye Connection			
31	15	EA	6"x4" PVC Wye Connection			
32	10	EA	8"x4" D.I. Wye Connection			
33	6	EA	6"x4" D.I. Wye Connection			
34	6	EA	8" Gravity Terminal Line Cleanout			
35	6	EA	6" Gravity Terminal Line Cleanout			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
36	150	EA	4" Gravity Service Line Cleanout			
37	450	LF	2" Concrete Overlay			
38	3,650	LF	2" HMA Overlay			
39	400	LF	WVDOH Type "B" Trench Repair			
40	2,050	LF	WVDOH Type "C" Trench Repair			
41	22,800	LF	WVDOH Inspection Fees	\$3.37	Three dollars and thirty-seven cents	\$76,836.00
42	1,150	LF	Driveway Repair (Concrete)			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
43a	750	LF	Driveway Repair (HMA)			
43b	700	LF	Driveway Repair (Gravel)			
43c	25,600	LF	Reclamation of Disturbed Area			

**TOTAL BID:** \_\_\_\_\_  
 (Words)

\_\_\_\_\_ (\$ \_\_\_\_\_)  
 (Words) (Figures)

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

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

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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.

3.05

**ARTICLE 4 – BASIS OF BID – COST PLUS FEE**

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

4.02 *Contractor’s Fee*

- A. ~~Contractor’s fee will be [number] percent of the Cost of the Work. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions.~~
  - 1. ~~The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$[insert cap amount], subject to increases or decreases for changes in the Work.~~
- B. ~~Contractor’s fee will be determined by applying the following percentages to the various portions of the Cost of the Work as defined in Article 13 of the General Conditions. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions:~~

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



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].~~

Deleted

**ARTICLE 5 — PRICE PLUS TIME BID**

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

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

	Description		Amount
A	1. Total Bid Price		\$[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, **including all American Iron and Steel requirements.**
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)

\_\_\_\_\_