



COMPLEX PROJECTS
REQUIRE RESOLVE
THRASHER'S GOT IT

**MOUNTAIN TOP PUBLIC SERVICE DISTRICT
GRANT COUNTY, WEST VIRGINIA**

**WATER SYSTEM IMPROVEMENTS CONTRACT #1 – WATER DISTRIBUTION
SYSTEM IMPROVEMENTS**

ADDENDUM #1

AUGUST 17, 2023

THRASHER PROJECT #010-10103

TO WHOM IT MAY CONCERN:

A Pre-Bid Conference was held on Thursday, August 3, 2023, on the above-referenced project, 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. All Bids for this project shall be due at 2:00 PM LPT on Wednesday, August 23, 2023 at the Mount Storm Fire Department located at, located at 16521 George Washington Highway, Mount Storm, Grant County, WV 26739. **ALL BIDS MUST BE RECEIVED BY 2:00 PM FOR BOTH CONTRACTS.**

B. SPECIFICATIONS

C410 Bid Form – REPLACE this section with the revised section attached to this addendum.

Specification Section 400567.00 – ADD this specification section attached to this addendum.

C. DRAWINGS

SHEET #38 – REPLACE this sheet with the revised sheet attached to this addendum.

D. QUESTIONS AND RESPONSES

QUESTION

1. What is the Engineer's Estimate for this Contract?

RESPONSE

Contract #1: \$3,300,000.

QUESTION

2. Do Davis Bacon Wages apply to this contract?

RESPONSE

No.

QUESTION

3. Are B&O taxes applicable for this project?

RESPONSE

The Town of Bayard does have B&O taxes. See attached form. The Town of Elk Garden does not have B&O taxes.

QUESTION

4. Does this project require American Iron and Steel Act Compliance?

RESPONSE

No.

QUESTION

5. Does this project require Build America, Buy America Compliance?

RESPONSE

No.

QUESTION

6. What are the funding sources for this project?

RESPONSE

West Virginia Infrastructure and Jobs Development Council, West Virginia Water Development Authority EEGF and County ARPA.

QUESTION

7. Are there separate bid forms and bonding for each Contract?

RESPONSE

Yes. The specifications for each Contract contain separate bid form and separate bonding.

QUESTION

8. What are the exterior dimensions of the PRV vaults?

RESPONSE

8'x6'. See revised Sheet 38.

QUESTION

9. Do both PRV vaults contain the same size valves?

RESPONSE

Yes. See plan sheet 38 for valve details.

QUESTION

10. What is the inlet pressure for both PRV vaults?

RESPONSE

See plan sheet 38 for valve details.

QUESTION

11. What are the flow rates through the PRV 2?

RESPONSE

Average: 26 gallons per minute, Maximum: 80 gallons per minute, Minimum: 0 gallons per minute.

QUESTION

12. How long is the bid hold period for this project?

RESPONSE

90 Days.

QUESTION

13. Will water be provided to the Contractor for hydrostatic testing and flushing of the new water line?

RESPONSE

Yes. Owner will provide water for 1 hydrostatic test. If multiple tests are required, Contractor will be responsible for the cost of the water needed to retest sections of newly installed water line. Water will be provided at no cost for flushing newly installed water lines. The water shall be quantified and reported to Owner. If the lines need flushed again because the testing failed, the Contractor shall pay for the necessary water.

QUESTION

14. Is an office trailer required for this Contract?

RESPONSE

Yes.

QUESTION

15. Are DOH Inspection fees the responsibility of the Contractor?

RESPONSE

No, the Owner will pay these fees.

QUESTION

16. Is it the responsibility of the Contractor to provide preconstruction video recording?

RESPONSE

Yes.

QUESTION

16. Is it the responsibility of the Contractor to provide construction stakeout?

RESPONSE

Yes, this cost shall be incidental to the cost of the installing the water line.

QUESTION

17. What is the address where bids should be submitted in person?

RESPONSE

16521 George Washington Highway, Mount Storm, Grant County, WV 26739.
This is the fire department at the intersection of US Route 50 and WV State Route 42 across the street from the Dollar General.

QUESTION

18. When is the bid opening for this project?

RESPONSE

All Bids for this project shall be due at 2:00 PM LPT on Wednesday, August 23, 2023.

QUESTION

19. What is the PSD's mailing address?

RESPONSE

4150 Bismarck Road, Mount Storm, WV 26739. This is NOT the location of the bid opening. If a bid is mailed, it is the Contractor's responsibility to ensure it is delivered in a manner timely enough to ensure receipt of the bid at the bid opening meeting.

QUESTION

20. Can Contract Times be adjusted to accommodate material/equipment procurement delays?

RESPONSE

If valid documentation is provided from a manufacturer that material/equipment has been delayed during the procurement process, the Owner may consider adjusting the Contract Times via Change Order.

E. CLARIFICATIONS

1. The bidding process is a two (2) envelope system. Envelope No. 1 must have the following information presented on the front:

Name and address of Bidder
Bid on Contract – Water System Improvements
Contract #1 – Water Distribution System Improvements
Contract #2 – Water Treatment Plant Improvements
Received by the Mountain Top Public Service District

Envelope No. 1 will be opened first, and the Bid Opening Requirement items checked for compliance as outlined on the Bid Opening Checklist on page BOR - 1 of these contract documents. If such documents are found to be in order, Envelope No. 2 “Bid Proposal”, 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.

Envelope No. 2 labeled “Bid Proposal” shall also be placed inside of Envelope #1.

2. All Bids for this project shall be due at 2:00 PM LPT on Wednesday, August 23, 2023, at Mount Storm Fire Department located at 16521 George Washington Highway, Mount Storm, Grant County, WV 26739. At that time the Bids received will be publicly opened and read.
3. Construction Stakeout is the responsibility of the Contractor and shall be incidental to the cost of installing water line.
4. MBE/WBE/DBE documentation shall be provided to the 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.

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 Wednesday, August 23, 2023, at the Mount Storm Fire Department located at 16521 George Washington Highway, Mount Storm, Grant County, WV 26739. Good luck to everyone and thank you for your interest in the project.

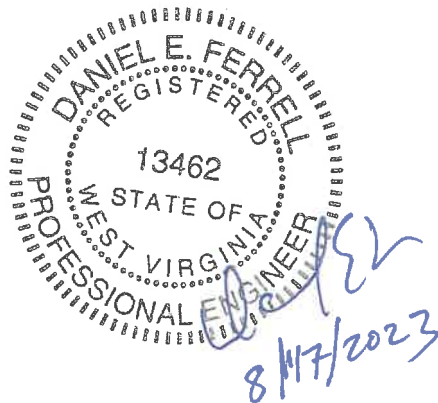
Sincerely,

THE THRASHER GROUP, INC.



DANIEL E. FERRELL, P.E.
Project Manager

Enclosures: Pre-Bid Sign-In Sheet
C-410 Bid Form
Specification Section 400567 – Specialized Pressure and Flow-Control Valves
Plan Sheet 38
Bayard B&O Tax Form



MOUNTAIN TOP PUBLIC SERVICE DISTRICT
 GRANT COUNTY, WEST VIRGINIA
 WATER SYSTEM IMPROVEMENTS

CONTRACT #1 - WATER DISTRIBUTION SYSTEM IMPROVEMENTS
 CONTRACT #2 - WATER TREATMENT PLANT IMPROVEMENTS

PRE-BID CONFERENCE

Thursday, August 3, 2023

Thrasher Project #010-10103

Name	Representing	Phone #	Email Address
STEVE SZABO	A.L.L. CONSTRUCTION Co	304 693-7131	Steve@AllConstructionNV.com
RYAN HOLLOMB	TTG	304-624-4108	R.HOLLON@THETHRASHERGROUP.COM
Carley Shingleton	Thrasher	304-677-4983	cshingleton@methrashergroup.com
Randy Watson	THRASHER	304-626-0703	RWATSON@THETHRASHERGROUP.COM
Pustin Doer	Blackstar TC	304-940	doer@blackstarTC.com
DAVE BOMBAY	PCM	434 546 6205	dbombay@PCMis.CO
William Usland	Ordes Construction	817-53404	WilliamUsland@ordesconstruction.com
Joe Harvey	M+TOP PSD		

Name	Representing	Phone #	Email Address
SEAN PHARES	RDR UTILITY SERVICES GROUP	304-476-5286	sphares@rdrusg.com
Rob Hoover	AJ Burk	304-6614-3166	rhoover@ajburk.com
Tim Lynch	Ferri CC1	412 551 8896	Bids@ferricci.com
Clem Ferri	"	724 222 2297	"
Bill Miner	" / NewGen	724 531 7294	bminer@nengenindustrial.com
Trest Shepherd	Wolf's Excavating	304-771-7906	tshphead@wolfsexcavating.com
Avery Castlow	Carl Belt	301 729 8900	ajwilson@thebeltgroup.com
Diane Junkius	MT TOP PSD	304-693-7667	office@mountaintoppsd.com
Tonya Lough	MT TOP PSD	304-693-7667	office@mountaintoppsd.com

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:

*Mountain Top Public Service District
4150 Bismarck Road
P.O. Box 236
Mt Storm, WV 26739*

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 Contract #1 – Water Distribution System Improvements. 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
WATER SYSTEM IMPROVEMENTS
CONTRACT #1 – WATER DISTRIBUTION SYSTEM IMPROVEMENTS**

FOR THE

**MOUNTAIN TOP PUBLIC SERVICE DISTRICT
GRANT COUNTY, WEST VIRGINIA**

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

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
1	1	LS	Mobilization/Demobilization			
2	1	LS	Erosion & Sedimentation Controls			
3	1	LS	Pre-Construction Video Recording			
4	2,580	LF	6" C900 DR18 PVC Water Line			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
5	65	LF	6" Cl-50 Ductile Iron Pipe Water Line			
6	21,750	LF	4" C900 DR18 PVC Water Line			
7	8,525	LF	2" SDR-17 PVC PC 250 Water Pipe			
8	15	EA	6" Mechanical Joint Gate Valve, Complete W/ Box and Lid			
9	23	EA	4" Mechanical Joint Gate Valve, Complete W/ Box and Lid			
10	10	EA	2" Mechanical Joint Gate Valve, Complete W/ Box and Lid			
11	2	EA	Fire Hydrant Assembly, Complete			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
12	5	EA	2" Hidden Flushing Hydrant Assembly, Complete			
13	290	LF	12" Steel Casing (Bore & Jack)			
14	70	LF	12" Steel Casing (Open Cut)			
15	115	LF	8" Steel Casing (Open Cut)			
16	85	LF	6" Steel Casing (Bore & Jack)			
17	25	LF	6" Steel Casing (Open Cut)			
18	120	EA	Reconnection Of Existing Customer with New Low Pressure Meter Setting (Elk Garden)			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
19	20	EA	Reconnection Of Existing Customer with New High Pressure Meter Setting (Elk Garden)			
20	5	EA	Reconnection Of Existing Customer with New and Relocated Low Pressure Meter Setting (Elk Garden)			
21	2	EA	Reconnection Of Existing Customer with New and Relocated High Pressure Meter Setting (Elk Garden)			
22	4,250	LF	3/4" IPS Polyethylene Service Tubing (Open Cut)			
23	1,800	LF	3/4" IPS Polyethylene Service Tubing (Bore & Jack W/ 2" PVC Casing)			
24	1,600	LF	3/4" IPS Polyethylene Service Tubing (Open Cut W/ 2" PVC Casing)			
25	180	EA	Reconnection Of Existing Customer with New Low Pressure Meter Setting (Bayard)			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
26	1	EA	Reconnection Of Existing Customer with New and Relocated Low Pressure Meter Setting (Bayard)			
27	35	EA	Terminate Existing Water Service Connection			
28	10	EA	Water Service Connection Saddle For 8" Water Line (Bayard)			
29	60	EA	Water Service Connection Saddle For 6" Water Line (Bayard)			
30	105	EA	Water Service Connection Saddle For 2" Water Line (Bayard)			
31	4	EA	Tie 6" Water Line Into Existing 6" Water Line			
32	1	EA	Tie 6" Water Line Into Existing 2" Water Line			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
33	1	EA	Tie 4" Water Line Into Existing Tank Vault			
34	6	EA	Tie 4" Water Line Into Existing 6" Water Line			
35	2	EA	Tie 4" Water Line Into Existing 4" Water Line			
36	2	EA	Tie 4" Water Line Into Existing 3" Water Line			
37	1	EA	Tie 4" Water Line Into Existing 2" Water Line			
38	1	EA	Tie 2" Water Line Into Existing 6" Water Line			
39	1	EA	Tie 2" Water Line Into Existing 3" Water Line			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
40	3	EA	Tie 2" Water Line Into Existing 2" Water Line			
41	1	EA	Tie 2" Water Line Into Existing 1-1/2" Water Line			
42	1	EA	Tie 3/4" Water Line Into Existing 3/4" Water Line			
43	2	EA	Pressure Reducing Valve Station, Complete			
44	105	EA	Test Pit			
45	65	LF	WVDOH Type "A" Trench Repair			
46	420	LF	WVDOH Type "B" Trench Repair			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
47	1,600	LF	WVDOH Type "C" Trench Repair			
48	160	LF	WVDOH Rock-Lined Ditch			
49	1,200	LF	HMA Street/Road Repair			
50	3,220	LF	Gravel Driveway/Road Repair			
51	30	LF	Concrete Pavement Repair			
52	170	LF	Concrete Sidewalk Repair			
53	10	LF	Concrete Curb and Gutter Repair			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
54	2,700	TN	1-1/2" HMA Overlay			
55	200	LF	Stream Bank Slope Protection			
56	30,100	LF	Restoration of Disturbed Areas			

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:~~

Costs	Percent
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].~~

~~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.
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 400567 - SPECIALIZED PRESSURE AND FLOW-CONTROL VALVES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Combination Rate of Flow & Pressure Reducing Valve

1.3 REFERENCE STANDARDS

- A. ASME International:

- 1. ASME B16.42 - Ductile Iron Pipe Flanges and Flanged Fittings: Classes 150 and 300.

- B. ASTM International:

- 1. ASTM A536 - Standard Specification for Ductile Iron Castings.

1.4 QUALITY ASSURANCE

- A. Perform Work according to applicable standards and in accordance with manufacturer's written instructions.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum ten (10) years' documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- B. Store materials according to manufacturer instructions.

C. Protection:

1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
2. Provide additional protection according to manufacturer instructions.

1.7 EXISTING CONDITIONS

A. Field Measurements:

1. Verify field measurements prior to fabrication.
2. Indicate field measurements on Shop Drawings.

1.8 WARRANTY

- A. Furnish three-year manufacturer's warranty.

PART 2 - PRODUCTS

2.1 Pressure Reducing Valve (Flow Regulating) and Pressure Reducing Valve

A. Manufacturers:

1. ClaVal Model 49-01, Cla-Val 90-01 or Engineer's approved equal.

B. Description:

1. Type: hydraulically operated, pilot controlled diaphragm
2. Flow Area:
 - a. Full-port.
3. Operation:
 - 1) Automatically reduces higher inlet pressure to a steady downstream pressure.
 - 2) Automatically reduces higher inlet pressure to a steady downstream pressure and prevents excessive downstream flow.
- b. Type: Hydraulic.
- c. Control: Pilot.
4. Internal Access: Flanged cover piece.
5. End Connections:
 - a. Flanged.
 - b. Comply with ASME B16.42.

C. Materials:

1. Body:
 - a. Ductile iron.
 - b. Comply with ASTM A536.
2. Diaphragm: Buna-N rubber.
3. Control Trim:
 - a. Fittings: Type 303 stainless steel or Engineer's approved equal.
 - b. Tubes: Type 316 stainless steel or Engineer's approved equal.
4. Valve Components: Bronze.
5. Seals: Buna-N.

D. Construction: Consist of a main valve assembly and a pilot system, completely assembled and tested as a unit and ready for field installation.

E. Main Valve:

1. Main valve body shall be diaphragm style, constructed of high-strength ductile iron conforming to above referenced standards with integral flanges, faced and drilled per above referenced standards. The valve shall have an integral bottom pad or feet permitting support directly under the valve body.
2. The main valve shall be serviceable in the line through a single flanged cover, which provides easy access to all internal components.

F. Pilot System:

1. Provide a system of pilots and controls to enable the valve to perform the function listed below. All controls and control piping shall be noncorrosive and suitable for the working pressure.
2. Pilot system shall include a stainless steel valve, and a sensing diaphragm. Pilot shall be directly mounted to the valve cover by means of a gasketed connection.
3. Controls shall include isolation valve, closing flow control, check valves with isolation valve, and opening speed control.

2.2 SOURCE QUALITY CONTROL

A. Section 014000 - Quality Requirements: Requirements for testing, inspection, and analysis.

B. Testing Pressure-Reducing and Pressure-Sustaining Valves:

1. Leakage Testing:

- a. Test each assembled valve hydrostatically at 1-1/2 times rated working pressure for minimum five minutes.
 - b. Test each valve for leakage at rated working pressure against closed valve.
 - c. Permitted Leakage: None.
2. Functional Testing:
- a. Test each valve to verify specified performance.

PART 3 - EXECUTION

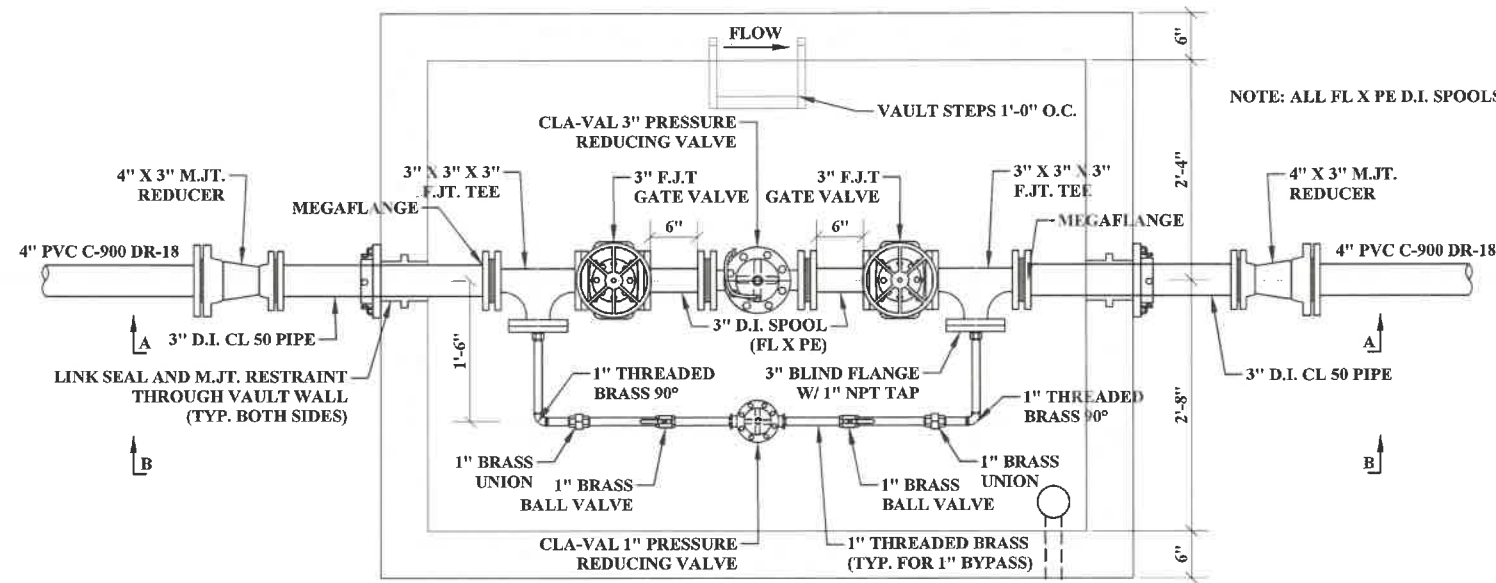
3.1 INSTALLATION

- A. Install protective strainers upstream of solenoid valves, pressure-reducing valves, and pressure-sustaining valves where applicable.

3.2 MANUFACTURER FIELD SERVICE

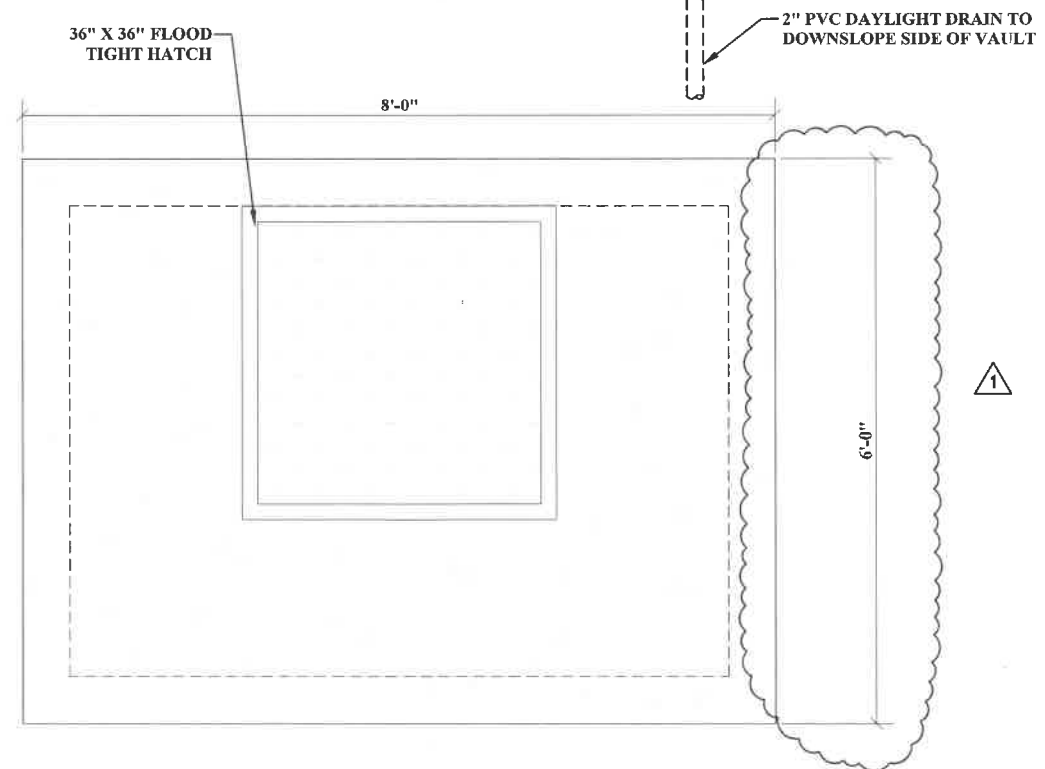
- A. Manufacturer's authorized representative shall be present at the jobsite for assistance during equipment start-up and to train owner's personnel in the operation, maintenance and troubleshooting of the provided equipment.

END OF SECTION 400567



NOTE: ALL FL X PE D.I. SPOOLS TO INCLUDE MEGAFLANGE ADAPTERS UNLESS SPECIFIED OTHERWISE

PRV VAULT INTERIOR PLAN VIEW
NOT TO SCALE



PRV VAULT EXTERIOR PLAN VIEW
NOT TO SCALE

PRV NUMBER	SHEET NUMBER	PRV MODEL NUMBER	OUTLET PRESSURE
1	5	90-01	55
2	10	49-01	100

NO.	BY	DATE	DESCRIPTION
1	PL	8/10/23	ADDENDUM No. 1



SCALE: AS SHOWN
 DRAWN: A. SAYRE DATE: 4/2022
 CHECKED: R. HOLCOMB DATE: 6/2022
 APPROVED: DATE:
 SURVEY DATE:
 SURVEY BY:
 FIELD BOOK No.:

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

PHASE No.	
CONTRACT No.	1
PROJECT No.	101-010-10103

MOUNTAIN TOP PUBLIC SERVICE DISTRICT
 WATER DISTRIBUTION
 SYSTEM IMPROVEMENTS
 GRANT & MINERAL COUNTIES, WEST VIRGINIA
 PRV VAULT DETAILS

SHEET No.	38
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Town of Bayard - Business and Occupation Privilege (Gross Sales) Tax - Quarterly (Estimated) Return

- (1) For Quarter Ended _____ or (2) From _____ To _____
- (3) _____
- (4) Books of Account Are Kept at (Post Office) _____
- (5) Principal Place of Business _____
- (6) Kind of Business Engaged in _____

Check		(DO NOT USE THIS SPACE)
Bank		
Draft		
Money		
Order		
Certified		
Check		
Cash		

- Individual _____
 - Corporation _____
 - Partnership _____
 - Association _____
 - Trust _____
- (7) When business begun? _____
 - (8) Did you sell or otherwise dispose of your property, or quit business, during period covered by this return? _____
 - (9) If so, when? _____
 - (10) If business sold, to whom? _____

THIS RETURN WITH CHECK TO COVER TAXES DUE MUST BE RECEIVED WITHIN 30 DAYS FROM END OF PERIOD COVERED THEREBY

COMPUTATION OF TAX (ESTIMATED)

ITEM	GROSS AMOUNT	EXEMPTIONS	TAXABLE AMOUNT	RATE Per \$100	AMOUNT
A. Gross Sales Value production:					
Coal, sand, gravel or other natural resource products-	\$ _____	\$ _____	\$ _____	1.00	\$ _____
B. Gross sales value manufactured products _____				.30	
C. Gross Income of Retailers and others _____ 1				.50	
No deduction allowed a/c cost of purchases					
Gross Income of Wholesalers _____ 2				.15	
D. Electric Light & Power Companies (Sales and Demand Charges Domestic Purposes & Commercial Lighting)-- 1				4.00	
Electric Light and Power Companies all Other Sales and Demand Charges _____ 2				3.90	
Natural Gas Companies _____ 3				3.00	
Water Companies _____ 4				4.00	
All Other Utilities _____ 5				2.00	
E. Contracting Business - Gross Income _____				2.00	
F. Amusement Business - Gross Income _____				.50	
G. Rents, Royalties, Etc. - Gross Income _____				1.00	
H. Service and all other Business - Gross Income _____				1.00	
I. Small Loan Business _____				1.00	
J. Professional - Banking, etc. _____				1.00	
K. TOTAL AMOUNT OF TAXES DUE _____					
Less Exemption of rate of \$5.00 Annual or \$1.25 each Quarter _____					
L. TAXES DUE LESS EXEMPTION _____					
M. PENALTIES (5% of tax for first thirty days or less, additional 1% for each additional 30 days or less until paid) _____					
N. TOTAL TAXES AND PENALTIES DUE _____					

PERSONS REQUIRED TO FILE QUARTERLY (ESTIMATED) RETURNS - All persons whose taxes exceed \$5.00 annually are required to file Quarterly (Estimated) Returns.

DATES FOR THE FILING OF QUARTERLY (ESTIMATED) RETURNS - Quarterly (Estimated Returns are to be filed within 30 days from the end of March, June, and September, to cover the first, second quarters, respectively).

I (we) declare under the penalties of perjury that the foregoing statements are true to the best of my (our) knowledge and belief.

Taxpayer

By _____ Date _____
Title _____

(DO NOT WRITE IN THIS SPACE)

INSTRUCTIONS

(For more detailed instructions or information address: TOWN TREASURER, TOWN OF BAYARD, BAYARD, W. VA.)

- (1). The tax year begins on the first day of January and ends on the 30th day of the following December. The tax periods are as follows:
 - (a). Quarterly
 - (b). Oftener, if the Town Treasurer deems necessary to insure payment of the tax by transitory or non-resident taxpayers. Taxes are due and payable within 30 days immediately following the end of the period, to avoid penalties. SEE PENALTY CLAUSE near bottom of report.
- (2). Who files returns - Every person engaging or continuing within this Town in the business of:
 - (a). Producing for sale, profit, or commercial use any natural resource products.
 - (b). Manufacturing, compounding or preparing for sale, profit, or commercial use, either directly or through the activity of others in whole or part, any article or articles, substance or substances, commodity or commodities, or electric power not produced by public utilities.
 - (c1). Selling any tangible property whatsoever, real or personal, including the sale of food, and the services incident to the sale of food in hotels, restaurants, cafeterias, confectioneries, and other public eating houses, except sales by any person engaging or continuing in the business or horticulture, agriculture or grazing, or of selling stocks, bonds or other evidences of indebtedness.
 - (c2). Selling any tangible property whatsoever at wholesale or as a jobber.
 - (d). Any public service or utility business, except railroad, railroad car, express, pipe line, telephone and telegraph companies, water carriers by steamboat or steamship and motor vehicle carriers. The measure of this tax shall not include gross income derived from commerce between this city and other cities of this state, or other states or of foreign countries, but there shall be included within such gross income all income received from business originating or ending within this city.
 - (e). Contracting.
 - (f). Operating a theatre, opera house, moving picture show, vaudeville, amusement park, dance hall, skating rink, race track, radio broadcasting station or any other place at which amusements are offered to the public.
 - (g). Collecting incomes from the use of real or personal property or of interest therein, whether by lease, conveyance, or otherwise, and whether the return be in the form of rentals, royalties, fees, interest or otherwise.
 - (h). Any service business or calling not otherwise specifically taxed under this ordinance. It is specifically provided, however, that salaries, wages, or other compensation received for personal services for the government of the United States and directly from the state of West Virginia shall not be included in calculating the gross income of any person under the provisions of this section.
 - (i). Industrial Loans. The term "Industrial Loan Company" as herein used shall mean any corporation formed under the provisions of article seven, chapter thirty-one of the Code of West Virginia, one thousand nine hundred thirty-one, and any corporation formed prior to the enactment of said article seven with the approval of the commissioner of banking of this state under the laws governing formation of building and loan associations, whose plan of operation is as provided in said article seven. This also applies to the Business of Small Loan Companies, Code Ch. 47, Act. 7a.
 - (j). Persons engaging in the business of banking or any other profession.
- (3). Only one exemption will be allowed and any excess of exemption over amount of tax due under the specific provision shall not be credited or offset against any other provision.
- (4). Exempt Businesses. The provisions of this ordinance shall not apply to: (a) Insurance Companies which pay the State of West Virginia a tax upon premiums. Provided, however, that said exemption shall not extend to that part of the gross income of insurance companies which is received for the use of real property, other than property in which any such company maintains its office or offices, in this state, whether such income be in the form of rentals or royalties; (b) Non-profit cemetery companies organized and operated for the exclusive benefit of their members; (c) Societies, organizations and associations organized and operated for the exclusive benefit of their members, and not for profit; (d) Corporations, associations and societies organized and operated exclusively for religious or charitable purposes. Provided, however, that the exemption of this section shall not apply to corporations or cooperative associations organized under the provisions of article four, chapter nineteen of the Code of West Virginia, 1931, as amended; (e) Building and loan associations and federal savings and loan associations.
- (5). Computation of Tax and Payment. The taxpayer shall within thirty days from and after the expiration of the tax period, make a return under oath to the Town Treasurer showing the gross proceeds of the sales or gross income of the business, trade, calling, profession or other activity, or the net income therefrom, as the case may be, for the period and compute the amount of tax chargeable against him in accordance with the provisions of this ordinance.
- (6). Returns are Confidential. The returns required to be made shall not be open to public inspection and shall be treated as confidential.
- (7). Records must be kept. A separate and complete record of the business of the taxpayer conducted within this Town shall be kept at his place of business and shall not be combined or confused with records of business carried on at other places.
- (8). Tax a Personal Obligation and Lien. A tax due and unpaid under this Ordinance shall be a debt due the Town. It shall be a personal obligation of the taxpayer and shall be a lien upon all property used in the business or occupation upon which such tax is imposed.
- (9). Offenses; Penalties. It shall be unlawful for any person to refuse to make the return provided to be made by the ordinance; or to make any false or fraudulent return or false statement in any return, with intent to defraud the Town or to evade the payment of the tax, or any part thereof, imposed by the ordinance; or for any person to aid or abet another in any attempt to evade the payment of the tax, or any other part thereof, imposed by the ordinance; or for the president, vice-president, secretary or treasurer of any corporation to make or permit to be made for any corporation or association any false return, or any false statement in any return required in the ordinance (with the intent to evade payment of any tax thereunder. And any person violating any of the provisions of the ordinance shall be guilty of a misdemeanor and on conviction thereof, shall be fined not more than one hundred dollars or imprisoned not exceeding thirty days in the County Jail or punished by both fine and imprisonment at the discretion of the police court, within the limitation aforesaid. In addition to the foregoing penalties, any person who shall knowingly swear to or verify any false or fraudulent statement, with the intent aforesaid, shall be guilty of the offense of false swearing, and on conviction thereof, shall be punished in the manner provided by law. Any corporation for which a false return, or a return containing a false statement, as aforesaid, shall be made, shall be guilty of a misdemeanor and shall be punished by a fine of not more than one hundred dollars.
- (10). The instructions are taken from the Privilege Tax Ordinance adopted by the Common Council of the Town of Bayard. For more detailed information consult the complete ordinance, a copy of which may be obtained from the Town Treasurer's office upon request.