

COMPLEX PROJECTS
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THRASHER'S GOT IT

PEA RIGE PUBLIC SERVICE DISTRICT CABELL COUNTY, WEST VIRGINIA

CONTRACT #2 – "A" PLANT TO JACQUELINE HEIGHTS SANITARY SEWER EXTENSION

ADDENDUM #1

SEPTEMBER 22, 2023

THRASHER PROJECT #020-1392

TO WHOM IT MAY CONCERN:

A Pre-Bid Conference was held on Tuesday, September 19, 2023 at 10:00 am 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. <u>GENERAL</u>

- 1. THE BID FORM HAS BEEN REVISED. YOU MUST USE THE REVISED BID FORM WHEN PREPARING YOUR BID PACKAGE FOR THIS PROJECT.
- 2. The bid date has been changed. The new bid date is Tuesday, October 10th, 2023, at 11:00 AM.
- 3. The last day for questions will be Friday, September 29, 2023.
- 4. Wage Rates will be included with the final Addendum.
- 5. The Engineer's estimate is \$4,450,000.

B. <u>SPECIFICATIONS</u>

NOT APPLICABLE

C. DRAWINGS

NOT APPLICABLE

D. QUESTIONS AND RESPONSES

1. QUESTION

What is the purpose of the tree removal listed in the Memorandum of Understanding (MOU)?

RESPONSE

To install the sewer line.

2. QUESTION

Will the stipulations of the MOU be included in Addendum #1?

RESPONSE

Yes. A copy of both Memoranda is included with this Addendum. A brief summary is included in the Clarifications section of this Addendum.

3. QUESTION

Is there any consideration for lining manholes while they are still new?

RESPONSE

No.

4. QUESTION

Will a traffic light be allowed for traffic control on the project?

RESPONSE

No.

5. QUESTION

Who is responsible for WVDOH inspection fees?

RESPONSE

The inspection fees will be paid by Pea Ridge PSD. The bid item for WVDOH Inspection Fees allowance has been removed from the Bid Schedule.

E. CLARIFICATIONS

- 1. The following is a summary of stipulations within the Memoranda of Understanding associated with the Dr. Ranavaya/Memon easements on Plant Sheet 7 (Tax Map 8 Parcel 206 and Tax Map 8 Parcel 7.2):
 - i. The sewer line shall not come in close proximity of or interfere with Dr. Ranavaya's existing septic tanks; the Contractor shall confirm the location of the existing septic tanks prior to excavation within the property.
 - ii. Several trees along Merritts Creek in the vicinity of Dr. Ranavaya's septic tanks will be removed for the purpose of installing the sewer line.
 - iii. A minimum 4 weeks WRITTEN notice will be required prior to excavation on the property. Notice must include name and contact of contractor's superintendent, and any other responsible representative of contractor, as well as contact information for Thrasher's RPR and engineer. Notice must also include copies of certificates of liability insurance from Pea Ridge and Contractor.
 - iv. The contractor's superintendent must be present and remain on site at all times while work is being done on the property.
 - v. Thrasher shall document the installation of sewer line and provide copy of as-builts and daily inspection reports to Dr. Ranavaya as they relate to his property.
 - vi. Access to the property through the electronic gates will be limited to designated times as coordinated with Dr. Ranavaya.
 - vii. Construction on the property shall not exceed a period of five (5) weeks.
 - viii. No equipment or materials shall be stored on the property.
 - ix. Contractor shall make good faith efforts to minimize any disruption and interference with Dr. Ranavaya's business and residence.
 - x. Four (4) taps will be installed; 2 installed and connected for the home & business, 2 for future use.
 - xi. Restoration of driveway and fencing shall be completed within 2 weeks of completion.

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 11:00 a.m. on Tuesday, October 10, 2023 at Pea Ridge Public Service District Operations Building, 500 Nova Street, Huntington, WV. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.

Isaac Fadiga, P.E. Project Manager



PEA RIDGE PUBLIC SERVICE DISTRICT CABELL COUNTY, WEST VIRGINIA

CONTRACT #6 – JACQUELINE HEIGHTS TO WV ROUTE 2 SANITARY SEWER EXTENSION CONTRACT #2 - "A" PLANT TO JACQUELINE HEIGHTS SANITARY SEWER EXTENSION CONTRACT #8 - SANITARY SEWER LIFT STATIONS

MANDATORY PRE-BID CONFERENCE Tuesday, September 19, 2023

Thrasher Project #020-1392

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Phone #	9225-9Lh (bos)	304-399-2.303	4 A-345-4860	304 fit 3320	204 - 326 - 6160	(304) 890-6434	304-638-729	
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Phone #	304-544-8657	304.759-2100	7964-958(408)	304-203-6780			0/01-154-062	304.654.0166	604 585 8203		304741.5096	
Representing	JABO Supply	TRETON CONSTANCTED 304.759-2100	CITCO Water	Pro Castractury, Iwe	Landcore Buildes LLC 304-417-2755	HAMSLETT CONSTRUTION 304757-9348	Tribute Contracting	Twibute Confracting	Faster Supply	Thrasher	Precision Dung ORDERS Constructury	
Name	Zack McCoy	GLEN COSA	Guy Shawbien	LOAN HASTANOS	Tru Wheeler	Tim HAYSLETT	TODO HAPPRAH	Oca Whaley	Jimmy Garlend	Elijah Buhutt	Lonathen Wilson	

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Email Address	304)343-76 DI Hyree @ the thrasher yours.	304 (35 (270) Keikott@region 22dc. 08	304-186-6711 d'estera pearidges de com					
Phone #	(304)343-7601	304/35/201	304-986-6811					
Representing	Thrasher	RIPA	PRPSD					
Name	Janke Terree	Karky Elliott	Ing Foster					

PEA RIDGE PUBLIC SERVICE DISTRICT 500 Nova Street Huntington, WV 25705

CONTRACT #2 – "A" PLANT TO JACQUELINE HEIGHTS SANITARY SEWER EXTENSION CONTRACT #6 – JACQUELINE HEIGHTS TO WV ROUTE 2 SANITARY SEWER EXTENSION CONTRACT #8 – SANITARY SEWER LIFT STATIONS

THE THRASHER GROUP, INC. 1000 Corporate Landing Charleston, WV 25311 Telephone # (304) 343-7601

PRE-BID CONFERENCE MEETING MINUTES

SEPTEMBER 19, 2023

PROJECT LOCATION:

Cabell County, West Virginia

ENGINEER'S PROJECT #:

020-1392

DATE OF CONFERENCE:

Tuesday, September 19, 2023 at 10:00 A.M.

CONFERENCE LOCATION:

Pea Ridge Public Service District Operations Building

500 Nova Street

Huntington, WV 25705

PRE-BID AGENDA

I. Introductions

- a. Thrasher: Jonathan Carpenter, Layhle Tyree, Bryce Goldsmith, Elijah Schultz
- b. Pea Ridge PSD: Dina Foster, Brian Chapman

II. General Project Description

a. Contract #2 - "A" Plant to Jacqueline Heights Sanitary Sewer Extension

"A" Plant to Jacqueline Heights Sanitary Sewer Extension consists of approximately 5,100 LF of 15" PVC gravity sewer line, 700 LF of 10" PVC gravity sewer line, 5,835 LF of 8" PVC gravity sewer line, 500 LF of 6" PVC gravity sewer line, 1,600 LF of 16" DIP gravity sewer line, 3,900 LF of 8" DIP gravity sewer line, 4,800 LF of 8" PVC forcemain, 800 LF of 10" HDPE forcemain (directional drill), 110 manholes, 94 cleanouts, surface restoration, and all appurtenances for a complete and operational project.

Contract #6 – Jacqueline Heights to WV Route 2 Sanitary Sewer Extension

The Jacqueline Heights to WV Route 2 Sanitary Sewer Extension consists of approximately 910 LF of 10" PVC gravity sewer line, 6,775 LF of 8" PVC gravity sewer line, 490 LF of 6" PVC gravity sewer line, 1,475 LF of 10" DIP gravity sewer line, 5,700 LF of 8" DIP gravity sewer line, 480 LF of 8" HDPE gravity sewer line, 3,450 LF of 8" PVC forcemain, 4,000 LF of 8" DIP forcemain, 100 manholes, 131 cleanouts, surface restoration, and all necessary appurtenances for a complete and operational project.

Contract #8 - Sanitary Sewer Lift Stations

Sanitary Sewer Lift Stations consist of the construction of 15 submersible lift stations together with all valve vaults, access roads, security fencing, and other necessary appurtenances for the access, operation, and security of the stations. The contract also includes the installation of pumps and electrical controls provided by the Vendor of Contract #9 – Lift Station Pumps and Controls, and manholes, gravity sewer mains, forcemains and other appurtenances as needed in order to connect the lift stations with new gravity sewer mains to be installed by others.

III. General Bidding Information

a. General

- i. Contract #2 "A" Plant to Jacqueline Heights Sanitary Sewer Extension Contract #6 – Jacqueline Heights to WV Route 2 Sanitary Sewer Extension Contract #8 – Sanitary Sewer Lift Stations
 - 1. Bid opening will be on Thursday, October 5, 2023 per AFB
 - 2. Time 2:00 PM per AFB
 - Location: (Same Location as Pre-Bid) Bids will be mailed or hand delivered to the Pea Ridge Public Service District Operations Building, 500 Nova Street, Huntington, WV 25705.
- 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 Project name
 - c. Project Owner name Pea Ridge Public Service District
 - 2. Envelope 2
 - a. Placed in Envelope 1
 - b. Labeled "Bid Proposal"
- iii. Contract Time
 - a. Contract #2 "A" Plant to Jacqueline Heights Sanitary
 Sewer Extension
 - i. Substantial Completion 365 days
 - ii. Final Completion 425 days
 - iii. Liquidated Damages \$1,500/day
 - b. Contract #6 Jacqueline Heights to WV Route 2
 Sanitary Sewer Extension
 - i. Substantial Completion 270 days (to be revised to 300 in Addendum #1)

- ii. Final Completion 300 days (to be revised to 330 in Addendum #1)
- iii. Liquidated Damages \$1,000/day
- c. Contract #8 Sanitary Sewer Lift Stations
 - i. Substantial Completion 540 days(to be revised to 365 in Addendum #1)
 - ii. Final Completion 600 days (to be revised to 425 in Addendum #1)
 - iii. Liquidated Damages \$1,000/day
- b. Bid Opening Requirements Blue Pages Labeled BOR

BOR List - Contract 2, 6, & 8

- i. Bid Submitted on Time
- ii. Attended Mandatory Pre-Bid Conference
- iii. Bid Bond 5% of the total bid
- iv. Certification of receipt of all addenda to Plans and Specifications
- v. Disadvantaged (Small, Minority and Women's) Business Enterprises
 Certification
- vi. Equal Employment Opportunity
- vii. Compliance Statement/Notice to Prospective Subcontractors (Non-Segregated Facilities)
- viii. Nondiscrimination in Employment Requirements
- ix. WV Code §21-1D-5 Drug Free Workplace Conformance Affidavit
- x. Federal Wage Rate Certification
- xi. American Iron and Steel Requirement
- xii. Copy of Current Contractor's License
- c. Bid Form Yellow Pages Section 410
- d. Method of Award Lowest Responsive Responsible Bidder Base Bid.

IV. Details of Project

- a. Construction Sequence of Events As Described in the Summary Section
 011000 for each 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 #2 \$4,450,000 Contract #6- \$4,150,000 Contract #8- \$2,300,000

V. Permits

a. WVDEP NPDES Water Pollution Control Permit, WVDEP NPDES
 Construction Stormwater Permit, Railroad Encroachment Agreement,
 WVDOH Right of Entry Permit, WVDNR-OLS Stream Activity Permit and
 Right of Entry, and USACE Nationwide Permit.

VI. B & O Taxes/Building Permits

- a. B&O Taxes DO NOT apply to this Project. There are no Building Permits required for this project.
- VII. 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.

VIII. Addressing Questions

a. All in Writing – Email ifadiga@thethrashergroup.com. Reference Pea Ridge
 Public Service District – Project Name. Please Reference Sheet # and Spec
 Section for all questions.

IX. Addendum

- a. Last Day for Questions will be COB Friday, September 29, 2023 –
 Addendum will be overnighted to all planholders on Monday, October 2, 2023.
- X. Funding Agencies This project is funded by the WDA, WVDEP, and WVIJDC.

XI. WVDEP

- a. Change orders must be approved by WVDEP prior to issuance
- b. Monthly pay requisitions/Invoices and AIS tracking sheets to be submitted by the contractor
- c. Contractor is required to submit Davis Bacon Wage rate certification
- d. DBE monthly reporting is required
- e. Contractor must follow all AIS requirements
- f. Project sign requirements are included in the contract book
- XII. Region II Planning and Development Council
- XIII. WVDOH

XIV. Easements

- a. 374 easements total.
- b. Contract 2 Sheet 7- most noteworthy is Dr. Ranavaya/Memon easements. The following is a summary of stipulations within the Memorandum of Understanding:

- The sewer line shall not come in close proximity of or interfere with Dr. Ranavaya's existing septic tanks; the Contractor shall confirm the location of the existing septic tanks prior to excavation within the property.
- ii. Several trees along Merritts Creek in the vicinity of Dr. Ranavaya's septic tanks will be removed for the purpose of installing the sewer line.
- iii. A minimum 4 weeks WRITTEN notice will be required prior to excavation on the property. Notice must include name and contact of contractor's superintendent, and any other responsible representative of contractor, as well as contact information for Thrasher's RPR and engineer. Notice must also include copies of certificates of liability insurance from Pea Ridge and Contractor.
- iv. The contractor's superintendent must be present and remain on site at all times while work is being done on the property.
- v. Thrasher shall document the installation of sewer line and provide copy of as-builts and daily inspection reports to Dr. Ranavaya as they relate to his property.
- vi. Access to the property through the electronic gates will be limited to designated times as coordinated with Dr. Ranavaya.
- vii. Construction on the property shall not exceed a period of five (5) weeks.
- viii. No equipment or materials shall be stored on the property.
 - ix. Contractor shall make good faith efforts to minimize any disruption and interference with Dr. Ranavaya's business and residence.
 - x. Four (4) taps will be installed; 2 installed and connected for the home & business, 2 for future use.
- xi. Restoration of driveway and fencing shall be completed within 2 weeks of completion.
- XV. Owner Pea Ridge Public Service District
- XVI. Question and Answer Session

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 Contract #2 – "A" Plant to Jacqueline Heights 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 #2 – "A" PLANT TO JACQUELINE HEIGHTS 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.

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
1	1	LS	Mobilization/Demobilization			
2	1	LS	Erosion & Sediment Control			
3	1	LS	Videotaping of Project Area			
4a	2,000	LF	15" PVC SDR-35 Gravity Sewer Line (0'-6')			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
4b	1,600	LF	15" PVC SDR-35 Gravity Sewer Line (6'-9')			
4c	1,050	LF	15" PVC SDR-35 Gravity Sewer Line (9'-12')			
4d	450	LF	15" PVC SDR-35 Gravity Sewer Line (12'+)			
5	250	LF	10" PVC SDR-35 Gravity Sewer Line (0'-6')			
ба	2,950	LF	8" PVC SDR-35 Gravity Sewer Line (0'-6')			
6b	2,050	LF	8" PVC SDR-35 Gravity Sewer Line (6'-9')			
6c	800	LF	8" PVC SDR-35 Gravity Sewer Line (9'-12')			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
6d	35	LF	8" PVC SDR-35 Gravity Sewer Line (12'+)			
7	500	LF	6" PVC SDR-35 Gravity Sewer Line (0'-6')			
8a	1,000	LF	16" D.I. Gravity Sewer Line (0'-6')			
8b	600	LF	16" D.I. Gravity Sewer Line (6'-9')			
9a	2,600	LF	8" D.I. Gravity Sewer Line (0'-6')			
9b	800	LF	8" D.I. Gravity Sewer Line (6'-9')			
9c	500	LF	8" D.I. Gravity Sewer Line (9'-12')			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
10	70	LF	6" PVC Customer Service Line			
11	500	LF	4" PVC Customer Service Line			
12	500	LF	4" DIP Customer Service Line			
13	4,800	LF	8" PVC SDR-17 Forcemain			
14	800	LF	10" HDPE DR-9 Forcemain (Directional Drill)			
15	20	LF	20" Steel Casing (Open Cut)			
16	40	LF	16" Steel Casing (Open Cut)			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
17	400	LF	20" Steel Casing (Bore and Jack)			
18	600	LF	16" Steel Casing (Bore & Jack)			
19	20	LF	8" Steel Casing (Bore & Jack)			
20a	100	EA	48" Dia. Manhole Base, Cone Top, Regular Casting			
20b	1	EA	48" Dia. Manhole (Remove and Replace)			
21	10	EA	48" Drop Manhole			
22	200	VF	48" Diameter Manhole Riser Pipe			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
23	14	EA	15"x4" PVC Wye Connection			
24	30	EA	8" x 4" PVC Wye Connection			
25	5	EA	6" x 4" PVC Wye Connection			
26	14	EA	16" x 4" D.I. Wye Connection			
27	18	EA	8" x 4" D.I. Wye Connection			
28	6	EA	8" Gravity Terminal Line Cleanout			
29	2	EA	6" Gravity Terminal Line Cleanout			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
30	80	EA	4" Gravity Service Lateral Cleanout			
31	6	EA	8" Forcemain Pressure Inline Cleanout			
32	5	EA	1" Combination Vacuum/Air Release Valve			
33	4,950	LF	WVDOH Type "A" Trench Repair			
34	200	LF	WVDOH Type "B" Trench Repair			
35	3,000	LF	WVDOH Type "C" Trench Repair			
36a	175	LF	Driveway Repair (Concrete)			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
36b	425	LF	Driveway Repair (HMA)			
36c	600	LF	Driveway Repair (Gravel)			
37	5,050	LF	2" HMA Overlay			
38	11,500	LF	Reclamation of Disturbed Area			
39	4,950	LF	2" Deep Rotomilling			
40	110	LF	1 1/2" Crusher Run Aggregate			

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:

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	
₽	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	[number] days	
	complete the Work		
	3. Liquidated Damages Rate (from Agreement)	\$[number]/day	
₽	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 he	ereby 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 Co	ontact:
Name:	
	(typed or printed)
Title:	(typed or printed)
Phone:	(typea of prince)
Email:	
Address:	
_	
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	ontractor License No.: (if
applicable)	

MEMORANDUM OF UNDERSTANDING

Pages Recorded 6
This Memorandum of Understanding ("MOU") is entered into this 11th Relayding Acagust,
2022 between the PEA RIDGE PUBLIC SERVICE DISTRICT ("Pea Ridge") and MEMON GROUP, LLC ("Memon").

13.00

WHEREAS, Pea Ridge intends to install a sewer line, pursuant to the Merritts Creek Sanitary Sewer Extension Plan and Profile ("the Project"), a portion of which will pass through Memon's property;

WHEREAS, Memon intends to grant Pea Ridge a temporary and permanent easement for excavation, construction, and installation of the sewer line across its property; and

WHEREAS, Pea Ridge and Memon have reached an understanding and wish to memorialize their understanding of and agreement as to each party's roles and responsibilities in, and expectations from, and related to the easement across Memon's property.

NOW THEREFORE, the parties agree as follows:

- 1. The easement across Memon's property is for and shall include a single sewer gravity line and manholes only, and does not provide for or include a lift station or any other improvement on or activity by Pea Ridge on or across the easement or Memon's property.
- 2. The permanent easement shall extend seven- and one-half (7.5) feet on either side of the sewer line and shall not exceed a total of fifteen (15) feet in width.
- 3. The temporary easement shall extend twelve- and one-half (12.5) feet on either side of the sewer line and shall not exceed a total of twenty-five (25) feet in width including the distance allotted for the permanent easement. The temporary easement shall expire upon completion of the project.
- Pea Ridge has obtained or will obtain all necessary permits related to and/or required for construction and installation of the sewer line, including any required for installation near creeks and streams.
- 5. The District has prepared a plat depicting the planned and actual route of the easement and sewer line which is attached hereto as Exhibit A and incorporated by reference. The sewer line route is clearly defined on the plat at the center of the easement by GPS coordinates on the North American Datum of 1983 (NAD 83) coordinate system. While the plat reflects the centerline of the easement, it is understood and agreed that while the sewerline will be constructed within the fifteen foot (15') easement, due to construction issues, the sewer line may not lie in all instances, exactly at the center of the easement.
- 6. The sewer line shall not come in close proximity of or interfere with Memon's existing septic tanks, and Pea Ridge's contractor and/or The Thrasher Group shall confirm the location of the existing septic tanks prior to the excavation across any of Memon's property. It is

JEKKINS FENSTERWAKER PLLC PO BOX 2688 HINTINGTON UN 25726-2688



recognized and agreed that several trees along Merritts Creek in the vicinity of Memon's existing sentic tanks shall be removed for purpose of installing the sewer line.

- 7. The installed sewer line shall be buried at least thirty-six (36) inches below the current ground level for the entire length of Memon's property. In addition, the excavation and installation of the sewer line and manholes shall comply with all other requirements regarding proper installation and location of sewer lines and manholes, including as it relates to other utilities such as water lines, electric power and gas lines.
- 8. Pea Ridge, its contractors or assigns shall provide Dr. Mohammed Ranavaya ("Dr. Ranavaya"), Memon's representative, with a minimum four (4) weeks formal written notice before any excavation and/or construction begins on Memon's property and the easement.
- 9. Pea Ridge, its contractors or assigns shall provide to Dr. Ranavaya, Memon's representative the name(s) of the contractor and the contractor's representative responsible for excavation and installation of the sewer line and the name(s) of any business, contractor, and contractor representative responsible for restoring the land back to its original state at least four (4) weeks before any excavation and/or construction begins on Memon's property.
- 10. During the time period in which Pea Ridge's contractors are excavating, installing, or otherwise working within the area covered by the temporary easement across Memon's property, a superintendent for Pea Ridge's contractor shall be present and remain on site at all times said work is ongoing.
- 11. Although not required to be present on Memon's property at all times during excavation, installation, and construction, an engineer or representative from The Thrasher Group, whose identity and contact information shall be provided to Memon at least four (4) weeks before any excavation and/or construction begins, shall be in the proximate area and be readily available to the contractor and/or Dr. Ranavaya if needed during said work.
- 12. A Thrasher Group representative assigned to the work across Memon's property shall document and ensure compliance with the Project's plans and specifications during excavation, construction, and installation of the sewer line, and shall provide to Dr. Ranavaya, Memon's representative, at the conclusion of construction on its property with a copy of the asbuilt plans, and daily inspection reports as they relate to its property.
- 13. As security is of paramount importance to Memon, and to maintain the security of Memon's property, Dr. Ranavaya shall provide, in his discretion, one of the following options to allow Pea Ridge contractor's access to the property each day work is to be performed:
 - a. Dr. Ranavaya will open the electronic gates on the property each morning at a set time before work begins and will close the electronic access gates after Pea Ridge completes its work for the day; or



- b. Dr. Ranavaya will provide a temporary remote to a designated Pea Ridge contractor to open and close the electronic access gates each work day at set, designated times; or
- c. A designated Pea Ridge contractor will be permitted access to the electronic gate terminal in order to open and close the electric access gate manually each work day at set, designated times.
- 14. Pea Ridge anticipates that, absent unanticipated, extraordinary physical conditions, the initial excavation, installation, and construction across Memon's property will take approximately three 40-hour work weeks to complete, exclusive of testing and remedial work; that absent unanticipated, extraordinary physical conditions, the excavation, installation, and construction will not exceed but shall be completed within five (5) weeks.
- 15. Pea Ridge shall not maintain or store any equipment or materials, nor utilize or interfere with, any of Memon's property not included in the temporary and permanent easement during excavation, installation, or construction of the Project.
- 16. During excavation, installation, and construction, Pea Ridge contractor shall make good faith efforts to reduce and minimize any disruption to and interference with Memon's business and its use and peaceful enjoyment of its property.
- 17. Pea Ridge shall provide, without any additional charge, sewer connections to Memon and/or Dr. Ranavaya, to include connections to Dr. Ranavaya's residence, Memon's business, and planned future construction, including two (2) additional residences and an additional business. Of the sewer connections to be provided, the District will provide without charge a tap to the Memon property and the lot next to Dr. Ranavaya's office during construction but not free taps in the future for additional connections.
- 18. Pea Ridge or its contractor shall, within two (2) weeks after completion of the construction, restore Dr. Ranavaya's concrete driveway and fencing to the condition it existed prior to construction. To the extent damaged during construction said driveway shall nevertheless remain usable in one form or another throughout the construction. Pea Ridge shall also restore any disturbed land and make it as near to the condition as it existed prior to disturbance within a reasonable, customary time, not to exceed six (6) months from the start of the excavation, construction, or installation of the sewer line.
- 19. Pea Ridge and any of its contractors shall maintain at all tilnes during the term of the Project's construction on Memon's property, insurance that includes, at a minimum, coverage for liability and property damage and shall provide Memon with certificates of insurance coverage at least four (4) weeks before work begins on Memon's property.
- 20. Pea Ridge agrees to indemnify, protect, hold harmless and defend Memon and its employees, agents, contractors, tenants, invitees, successors and assigns from and against any damage, loss, claim or expense (including reasonable attorney's fees), including without limitation, claims for injury or death to person or damage to property or environmental damages,

occurring as a result of any act or omission of Pea Ridge, or its agents, contractors or employees in connection with the construction, operation, maintenance, repair, replacement or use of the easement or the presence of Memon's employees, agents, invitees or contractors on or around the Easement. This indemnification shall not apply to damages caused by the negligence or willful misconduct of Memon, or its employees, agents, or successors or assigns.

The obligations and responsibilities, and other items discussed in this MOU are the understanding and agreement of the parties at the time of this MOU and are only subject to change or modification based upon written mutual agreement of the Parties.

Executed as of the date first written above.

STATE OF WEST VIRGINIA,

COUNTY OF CABELL, TO-WIT:

My commission expires:

PEA RIDGE PUBLIC SERVICE DISTRICT

The foregoing was acknowledged before me this 11 day of Augus 2022, by Stephen H. Lovejoy, Chairman of Pea Ridge Public Service District, a public utility company, on behalf of the company. December 1, 2023

Mollie B. Shadd

MEMON GROUP, LLC

Dr. Mohammed Ranavaya 8/2/2022

STATE OF WEST VIRGINIA,

COUNTY OF CABELL, TO-WIT:

The foregoing was acknowledged before me this 25th day of Avgutt , 2022, by Dr. Mohammed Ranavaya, Managing Partner of Memon Group, LLC, a West Virginia limited liability company, on behalf of the company.

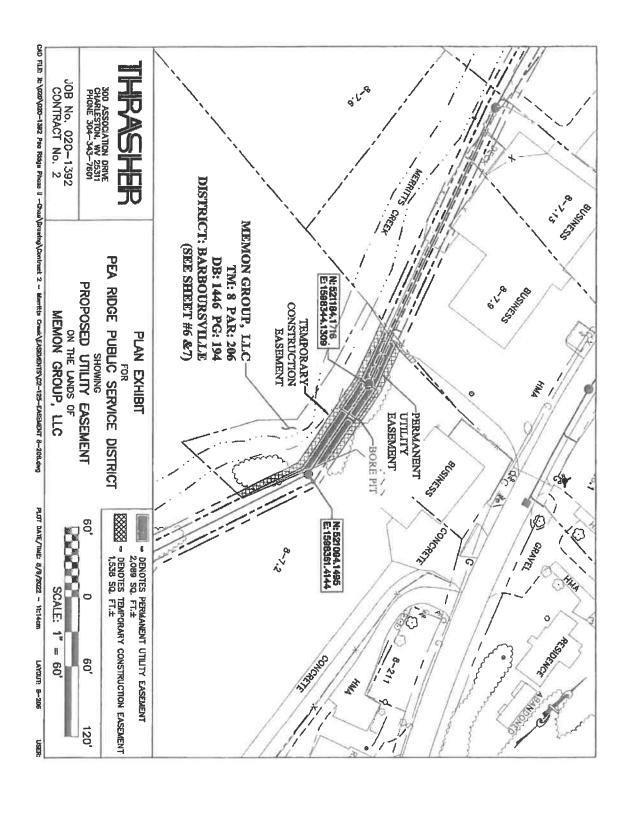
My commission expires: Mach 2 202



Notary Public

This instrument prepared by:

JENKINS FENSTERMAKER, PLLC Post Office Box 2688 Huntington, WV 25726-2688 (304) 523-2100



MEMORANDUM OF UNDERSTANDING

Rook 412 @ Page 701 Pages Recorded 6

This Memorandum of Understanding ("MOU") is entered into this 11th August, 2022 between the PEA RIDGE PUBLIC SERVICE DISTRICT ("Pea Ridge") and DR. MOHAMMED RANAVAYA ("Dr. Ranavaya").

13.00



WHEREAS, Pea Ridge intends to install a sewer line, pursuant to the Merritts Creek Sanitary Sewer Extension Plan and Profile ("the Project"), a portion of which will pass through Dr. Ranavaya's property;

WHEREAS, Dr. Ranavaya intends to grant Pea Ridge a temporary and permanent easement for excavation, construction, and installation of the sewer line across his property; and

WHEREAS, Pea Ridge and Dr. Ranavaya have reached an understanding and wish to memorialize their understanding of and agreement as to each party's roles and responsibilities in, and expectations from, and related to the easement across Dr. Ranavaya's property.

NOW THEREFORE, the parties agree as follows:

- 1. The easement across Dr. Ranavaya's property is for and shall include a single gravity sewer line and manholes only and does not provide for or include a lift station or any other improvement on or activity by Pea Ridge on or across the easement or Dr. Ranavaya's property.
- 2. The permanent easement shall extend seven- and one-half (7.5) feet on either side of the sewer line and shall not exceed a total of fifteen (15) feet in width.
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- 4. Pea Ridge has obtained or will obtain all necessary permits related to and/or required for construction and installation of the sewer line, including any required for installation near creeks and streams.
- 5. The District has prepared a plat depicting the planned and actual route of the easement and sewer line which is attached hereto as Exhibit A and incorporated by reference. The sewer line route is clearly defined on the plat at the center of the easement by GPS coordinates on the North American Datum of 1983 (NAD 83) coordinate system. While the plat reflects the centerline of the easement, it is understood and agreed that while the sewerline will be constructed within the fifteen foot (15') easement, due to construction issues the sewer line may not in all instances, lie exactly at the center of the easement.
- 6. The sewer line shall not come in close proximity of or interfere with Dr. Ranavaya's existing septic tanks, and Pea Ridge's contractor and/or The Thrasher Group shall confirm the location of the existing septic tanks prior to the excavation across any of Dr. Ranavaya's property.

JENCINS FENSTENWAKER PLLC PO BOX 2688 HUNTINGTON NO 25726-2688 It is recognized and agreed that several trees along Merritts Creek in the vicinity of Dr. Ranavaya's existing septic tanks shall be removed for purpose of installing the sewer line.

- 7. The installed sewer line shall be buried at least thirty-six (36) inches below the current ground level for the entire length of Dr. Ranavaya's property. In addition, the excavation and installation of the sewer line and manholes shall comply with all other requirements regarding proper installation and location of sewer line and manholes, including as it relates to other utilities such as water lines, electric power and gas lines.
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- 9. Pea Ridge, its contractors or assigns shall provide to Dr. Ranavaya the name(s) of the contractor and the contractor's superintendent responsible for excavation and installation of the sewer line and the name(s) of any business, contractor, and contractor representative responsible for restoring the land back to its original state at least four (4) weeks before any excavation and/or construction begins on Dr. Ranavaya's property.
- 10. During the time period in which Pea Ridge's contractors are excavating, installing, or otherwise working within the area covered by the temporary easement across Dr. Ranavaya's property, a superintendent for Pea Ridge's contractor shall be present and remain on site at all times said work is ongoing.
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- 16. During excavation, installation, and construction, Pea Ridge contractor shall make good faith efforts to reduce and minimize any disruption to and interference with Dr. Ranavaya's business and residence and his use and peaceful enjoyment of his property.
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- 20. Pea Ridge agrees to indemnify, protect, hold harmless and defend Dr. Ranavaya and his employees, agents, contractors, tenants, invitees, successors and assigns from and against any damage, loss, claim or expense (including reasonable attorney's fees), including without limitation, claims for injury or death to person or damage to property or environmental damages,

occurring as a result of any act or omission of Pea Ridge, or its agents, contractors or employees in connection with the construction, operation, maintenance, repair, replacement or use of the easement or the presence of Dr. Ranavaya's employees, agents, invitees or contractors on or around the Easement. This indemnification shall not apply to damages caused by the negligence or willful misconduct of Dr. Ranavaya, or his employees, agents, or successors or assigns.

21. The obligations and responsibilities, and other items discussed in this MOU are the understanding and agreement of the parties at the time of this MOU and are only subject to change or modification based upon written mutual agreement of the Parties.

Executed as of the date first written above.

PEA RIDGE PUBLIC SERVICE DISTRICT

By: Stephen H. Johnson

Molii B Shadd

STATE OF WEST VIRGINIA.

COUNTY OF CABELL, TO-WIT:

The foregoing was acknowledged before me this 1th day of Argust

2022, by Stephent Love of Chairman of Pea Ridge Public Service

District, a public utility company, on behalf of the company.

My commission expires: December 1 2023

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Sandinger Auto-Sentra Danag

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Dr. Mohammed Ranavaya 8/25/2022

STATE OF WEST VIRGINIA,

COUNTY OF CABELL, TO-WIT:

2022, by Dr. Mohammed Ranavaya.

My commission expires: Mart 1 7 20



Notary Public

This instrument prepared by:

JENKINS FENSTERMAKER, PLLC Post Office Box 2688 Huntington, WV 25726-2688 (304) 523-2100

