

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

PEA RIDGE PUBLIC SERVICE DISTRICT CABELL COUNTY, WEST VIRGINIA

CONTRACT #6 – JACQUELINE HEIGHTS TO WV ROUTE 2 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 abovereferenced 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. <u>THE BID FORM HAS BEEN REVISED. YOU MUST USE THE REVISED</u> <u>BID FORM WHEN PREPARING YOUR BID PACKAGE FOR THIS</u> <u>PROJECT.</u>
- 2. <u>The bid date has been changed. The new bid date is Tuesday, October 10th,</u> 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 \$2,300,000

B. **SPECIFICATIONS**

1. **REPLACE** Section 330523.13 included with this Addendum #1.

C. DRAWINGS

NOT APPLICABLE

D. <u>QUESTIONS AND RESPONSES</u>

1. QUESTION

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

RESPONSE

No.

2. QUESTION

Will traffic lights be allowed for traffic control for this project?

RESPONSE

No.

3. 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 Form.

E. <u>CLARIFICATIONS</u>

- 1. Contract times are changed as follows:
 - a. Substantial Completion 300 calendar days.
 - b. Final Completion 330 calendar days.

If you have any questions or comments, please feel free to contact me at your earliest convenience. As a reminder, bids will be received until 11:00 AM on Tuesday, October 10, 2023 at Pea Ridge 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

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

MANDATORY PRE-BID CONFERENCE Tuesday, September 19, 2023

Thrasher Project #020-1392

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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.
 - 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
 - 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:

- 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.
- 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 25701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Bid Opening Requirements

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

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

GENERAL

The Bidder shall take notice of and shall be responsible for any local or state taxes levied and applicable, and the cost for the same shall be included as part of the submitted Bid.

The total Bid cost stated includes a complete operating installation including furnishing and installation of any and all changes or additions in plans, piping, mechanical work, additional electrical work, accessories, controls, etc. necessary to accommodate alternative equipment systems or materials used in construction.

BID PROPOSAL

The Bidder agrees to perform all required Work described in the detailed Specifications and as shown on the Plans for the complete construction and placing in satisfactory operation the _______. 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 #6 – JACQUELINE HEIGHTS TO WV ROUTE 2 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	LF	Videotaping of Project Area			
4a	850	LF	10" PVC SDR-35 Gravity Sewer Line (0'-6')			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
4b	60	LF	10" PVC SDR-35 Gravity Sewer Line (6'-9')			
5a	3,650	LF	8" PVC SDR-35 Gravity Sewer Line (0'-6')			
5b	2,250	LF	8" PVC SDR-35 Gravity Sewer Line (6'-9')			
5c	650	LF	8" PVC SDR-35 Gravity Sewer Line (9'-12')			
5d	225	LF	8" PVC SDR-35 Gravity Sewer Line (12'+)			
ба	450	LF	6" PVC SDR-35 Gravity Sewer Line (0'-6')			
6b	40	LF	6" PVC SDR-35 Gravity Sewer Line (6'-9')			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
7a	1,200	LF	10" DIP Gravity Sewer Line (0'-6')			
7b	125	LF	10" DIP Gravity Sewer Line (6'-9')			
7c	150	LF	10" DIP Gravity Sewer Line (9'-12')			
8a	2,350	LF	8" DIP Gravity Sewer Line (0'-6')			
8b	2,350	LF	8" DIP Gravity Sewer Line (6'-9')			
8c	800	LF	8" DIP Gravity Sewer Line (9'-12')			
8d	200	LF	8" DIP Gravity Sewer Line (12'+)			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
9a	65	LF	8" HDPE DR-11 Gravity Sewer Line (0'-6')			
9b	30	LF	8" HDPE DR-11 Gravity Sewer Line (6'-9')			
9c	35	LF	8" HDPE DR-11 Gravity Sewer Line (9'-12')			
9d	350	LF	8" HDPE DR-11 Gravity Sewer Line (12'+)			
10	3,450	LF	8" PVC DR-18 Forcemain (Same Trench as Gravity Sewer)			
11	4,000	LF	8" CL-250 DIP Forcemain (Same Trench as Gravity Sewer)			
12	5	EA	1" Combination Vacuum/Air Release Valve			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
13	8	EA	8" Forcemain Pressure Inline Cleanout			
14	1,150	LF	4" DIP Customer Service Lateral			
15	1,500	LF	4" PVC SDR-35 Customer Service Lateral			
16	525	LF	16" Steel Casing (Bore and Jack)			
17	50	LF	12" Steel Casing (Bore and Jack)			
18	80	LF	8" Steel Casing (Bore and Jack)			
19	90	EA	48" Diameter Manhole Base, Cone Top, Regular Casting			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
20	11	EA	48" Diameter Drop Manholes			
21	150	VF	48" Diameter Manhole Riser Pipe			
22	4	EA	10"x4" PVC Wye Connection			
23	50	EA	8"x4" PVC Wye Connection			
24	7	EA	6"x4" PVC Wye Connection			
25	10	EA	10"x4" D.I. Wye Connection			
26	35	EA	8'x4" D.I. Wye Connection			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
27	3	EA	8" Gravity Terminal Line Cleanouts			
28	3	EA	6" Gravity Terminal Line Cleanouts			
29	125	EA	4" Gravity Service Line Cleanout			
30	7,000	LF	2" HMA Overlay			
31	6,600	LF	WVDOH Type "A" Trench Repair			
32	1,200	LF	WVDOH Type "B" Trench Repair			
33	2,700	LF	WVDOH Type "C" Trench Repair			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
34a	150	LF	Driveway Repair (Conrete)			
34b	250	LF	Driveway Repair (HMA)			
34c	400	LF	Driveway Repair (Gravel)			
35	60	LF	Rip-Rap Repair			
36	4,100	LF	Reclamation of Disturbed Area			

TOTAL BID: _____

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

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

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

B. The purpose of the process in the table above is only to calculate the lowest price plus-time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the

Contract Price) is based on the cost of the Work, plus a fee, subject to a guaranteed maximum price, as set forth in the Agreement.

C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.

Deleted

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].

Deleted

6.03 Bidder agrees that the Work will be substantially complete within [Bidder inserts number] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.

Deleted

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 7.01 Bid Acceptance Period
 - A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 7.02 Instructions to Bidders
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

- 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
- 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all American Iron and Steel requirements.**
- 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
- 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
- 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 Bidder's Certifications

- A. The Bidder certifies the following:
 - 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 - 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

- 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Dru	(typed or printed name of organization)
By:	(individual's signature)
Name:	(typed or printed)
Title:	
Date:	(typed or printed)
	(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:	
Title:	(typed or printed)
	(typed or printed)
Date:	(typed or printed)
Address for	or giving notices:
Bidder's (Name:	
	(typed or printed)
Title:	(typed or printed)
Phone:	
Email:	
Address:	
	Contractor License No.: (if
applicable	

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SECTION 330523.13 - UTILITY HORIZONTAL DIRECTIONAL DRILLING

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. Excavation for approach trenches and pits.
 - 2. Horizontal directional drilling.
 - 3. Pipe.
 - 4. Drilling fluid system.
- B. Related Requirements:
 - 1. Section 312316 Excavation.
 - 2. Section 312316.13 Trenching.
 - 3. Section 312319 Dewatering.
 - 4. Section 333111 Public Sanitary Sewerage Gravity Piping.
 - 5. Section 333400 Sanitary Utility Sewerage Force Mains.

1.3 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T 180 Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:
 - 1. ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12 400 ft-lbf/ft³ (600 kN-m/m³).
 - 2. ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³).
 - 3. ASTM D1784 Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.

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- E. Plastics Pipe Institute:
 - 1. PPI TR-46 Guidelines for Use of Mini-Horizontal Directional Drilling for Placement of High-Density Polyethylene Pipe.

1.4 COORDINATION

- A. Coordinate Work of this Section with State of West Virginia Highways and utilities within construction area.
- 1.5 PREINSTALLATION MEETINGS
 - A. Convene minimum one week prior to commencing Work of this Section.

1.6 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Product Data:
 - 1. Identify source of water used for drilling.
 - 2. Submit copy of approvals and permits for use of water source.
- C. Shop Drawings:
 - 1. Submit technical data for equipment, method of installation, and proposed sequence of construction.
 - 2. Include information pertaining to pits, dewatering, method of spoils removal, and equipment size, capacity, and capabilities, including installing pipe on radius, type of drill bit, drilling fluid, method of monitoring line and grade, detection of surface movement, name plate data for drilling equipment, and mobile spoils removal unit.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- F. Qualifications Statement:
 - 1. Submit qualifications for driller.
- G. Submit State of West Virginia Highways occupancy permit for installations along, and/or under public throughways and lands.

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- F. Store field joint materials in original shipping containers in dry area indoors.
- G. Support pipes with nylon slings during handling.

1.11 AMBIENT CONDITIONS

- A. Section 015000 Temporary Facilities and Controls: Requirements for ambient condition control facilities for product storage and installation.
- B. Maintain storage temperature of 60 to 85 degrees F.

1.12 EXISTING CONDITIONS

- A. Field Measurements:
 - 1. Verify field measurements prior to fabrication.
 - 2. Indicate field measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 HORIZONTAL DIRECTIONAL DRILLING

- A. Performance and Design Criteria:
 - 1. Drilling Steering System: Remote with continuous electronic monitoring of boring depth and location.
 - 2. Directional Change Capability: 90 degrees with 35-foot radius curve.
 - 3. Minimum distance for single bores and between boring pits:
 - a. Pipe Size 1 to 1-1/2 inches 400 feet
 - b. Pipe Size 2 to 2-1/2 inches 350 feet
 - c. Pipe Size 3 to 6 inches 300 feet
 - 4. Ratio of Reaming Diameter to Pipe Outside Diameter:
 - a. Nominal Pipe Diameter of 6 Inches and Smaller: Maximum of 1.5.
 - b. Nominal Pipe Diameter Larger than 6 Inches: Submit recommended ratio and reaming procedures for review.

2.2 WATER SOURCE

A. Water: Potable, obtained from utility source.

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B. Flowable Fill: As specified in Section 312323.33 - Flowable Fill.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 017000 Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify that connections to existing piping system, pipe sizes, locations, and elevations are according to Drawings.

3.2 **PREPARATION**

- A. Section 017000 Execution and Closeout Requirements: Requirements for installation preparation.
- A. Call Miss Utility/One Call and Local Utility Companies no less than five (5) working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Maintain access to existing facilities and services and indicated to remain; modify pipe installation to maintain access to existing facilities.
- C. Locate and identify utilities indicated to remain and protect from damage.
- D. Identify required lines, levels, contours, and data locations.
- E. Protect plant life, lawns, rock outcroppings, and other features remaining as portion of final landscaping.
- F. Protect benchmarks such as existing structures, fences, sidewalks, paving, curbs and survey control points from excavating equipment and vehicular traffic.
- G. Establish pipe elevations with not less than three (3) feet of cover.
- H. Establish minimum separation between existing utilities and, according to applicable code.

3.3 INSTALLATION

- A. Dewatering:
 - 1. See Section 312319 Dewatering for further information.

UTILITY HORIZONTAL DIRECTIONAL DRILLING

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Pea Ridge Public Service District

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

- If obstructions are encountered during drilling, notify Engineer immediately. Do not proceed around obstruction without Engineer's approval.
- For conditions requiring more than 3 feet of deviation in horizontal alignment, submit revised Shop Drawings to Engineer for review before resuming Work.
- 3. Maintain adjusted bore alignment within easement or right-of-way.
- E. Pipe:

1.

- 1. Install reamer and pipe pulling head; select reamer with minimum bore diameter required for pipe installation.
- 2. Attach pipe to pipe pulling head and pull reamer and pipe to entry pit along pilot bore.
- 3. Inject drilling fluid through reamer to stabilize bore and lubricate pipe.
- 4. Install piping with horizontal and vertical alignment as shown on Drawings.
- 5. Protect and support pipe being pulled into bore such that pipe moves freely and is not damaged during installation.
- 6. Do not exceed pipe manufacturer's recommended pullback forces.
- 7. Trace Wire:
 - a. Install trace wire continuous with each bore.
 - b. Splice trace wire only at intermediate bore pits.
 - c. Tape or insulate trace wire to prevent corrosion and maintain integrity of pipe detection.
 - d. Terminate trace wire for each pipe run at structures along pipe system.
 - e. Provide extra length of trace wire at each structure such that trace wire can be pulled 3 feet out top of structure for connection to detection equipment.
 - f. Test trace wire for continuity for each bore before acceptance.
- 8. Provide sufficient length of pipe to extend past termination point to allow connection to other pipe sections.
- 9. Allow minimum of 24 hours for stabilization after installing pipe before making connections to pipe.
- 10. Mark location and depth of bore with spray paint on paved surfaces and on wooden stakes on non-paved surfaces at 25-foot intervals.
- F. Slurry Removal and Disposal:
 - 1. Contain excess drilling fluids at entry and exit points until recycled or removed from Site; provide recovery system to remove drilling spoils from access pits.
 - 2. Drilling Spoils:
 - a. Remove, transport, and legally dispose of drilling spoils.
 - b. Do not discharge drilling spoils in sanitary sewers, storm sewers, or other drainage systems.
 - c. When drilling in suspected contaminated soil, test drilling fluid for contamination before disposal.
 - 3. If drilling fluid leaks to surface, immediately contain leak and barricade area from vehicular and pedestrian travel before resuming drilling operations.

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- B. Upon completion of drilling and pipe installation, remove drilling spoils, debris, and unacceptable material from approach trenches and pits. Clean up excess slurry from ground.
- C. Restore approach trenches and pits to original condition.
- D. Remove temporary facilities for drilling operations as specified in Section 015000 Temporary Facilities and Controls.

END OF SECTION 330523.13