



CITY OF GLEN DALE

WATER SYSTEM IMPROVEMENTS

February 18, 2011

Addendum #1

401 Main Street

Wheeling, WV 26003

304.232.5550 (T)

304.233.2512 (F)

mail@cerrone1.com

TO BIDDERS OF CONTRACTS #1, 2, and 3:

- 1) Enclosed are updated Bid Packages for each contract.

TO BIDDERS OF CONTRACT #1:

- 2) **Specification Sections 00300(1)**
Refer to the revised enclosed Bid Form which includes the adjustment of Item #16 - 12" PVC Casing to 15" PVC Casing.
- 3) **Specification Section 01025**
Refer to the enclosed specification which includes the adjustment of Item #16 - 12" PVC Casing to 15" PVC Casing along with the addition of repainting the center and berm lines as part of Item #20 Type I Asphalt (wearing coarse).
- 4) **Specification Section 02575**
Refer to the enclosed specification with updated Center and Berm Line repainting.

Respectfully,

CERRONE ASSOCIATES, INC.

Dominick P. Cerrone, PE
Director of Engineering

Encls.

Contract #1, 2, and 3:
Bid Packages

Contract #1:
Specification Table of Contents, 00300(1), 01025, 02575



City of Glen Dale

Water System Extensions & Improvements

CONTRACT 1

BID PACKAGE

Bid Opening Requirements Checklist

Completed
Satisfactory
(Check if Completed)

- _____ Bid Proposal, complete on the required Bid Form and signed by the Contractor.
- _____ Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check.
- _____ If Bid amount exceeds \$10,000, signed Compliance State (RD400-6). Refer to specific equal opportunity requirements set forth in paragraph 18.10 of General Conditions.
- _____ If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048).
- _____ If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans. Refer to paragraph 18.11 of General Conditions.
- _____ Certificate of Receipt of Addenda.
- _____ Certification regarding Equal Employment Opportunity.
- _____ West Virginia Contractors License No. (on Bid Form).
- _____ Drug Free Workplace Conformance Affidavit.

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum

_____)
(Words)

_____)
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal
)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

(Signature of Bidder or Prospective Contractor)

Address (including Zip Code)

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(name)

(date)

(title)

oOo

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organizations filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Certification of Receipt of Addenda

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- (a) Bidder has examined copies of all the Contract Documents and the following addenda:

Date

Number

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Invitation to Bid and the Instruction of Bidders.

- (b) Bidder has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

Signature

Date

Name and Title of Signer
(Please Type)

CERTIFICATE OF EEO COMPLIANCE

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

- A. The Company certifies that it has established an affirmative action program pursuant to 41 CFR Part 61-2.

- B. Has participated in previous contracts subject to the equal opportunity clause.

- C. If (B) above is checked, has filed all reports due under the previous contract requirements.

Company

By Date

Officer or Title

Attest: _____



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

I, _____, after being first duly sworn, depose and state as follows:

1. I am an employee of _____; and,
(Company Name)
2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with ***West Virginia Code §21-1D-5***.

The above statements are sworn to under the penalty of perjury.

(Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____.

By Commission expires _____

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

BID FORM

Project Identification: Water System Improvements

Contract Identification and Number: Contract No. 1 - Waterline Improvements and
Booster Station

TABLE OF ARTICLES

- Article 1 - Bid Recipient
- Article 2 - Bidder's Acknowledgments
- Article 3 - Bidder's Representations
- Article 4 - Further Representations
- Article 5 - Basis of Bid
- Article 6 - Time of Completion
- Article 7 - Attachments to Bid
- Article 8 - Defined Terms
- Article 9 - Bid Submittal

ARTICLE 1 - BID RECIPIENT

1.01 This Bid Is Submitted To: City of Glen Dale

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 the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.

Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in SC-4.06.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the State where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents

For the following prices.

CONTRACT NO. 1
WATER SYSTEM IMPROVEMENTS

Note: Bids shall include sales tax and other applicable taxes and fees.

Unit price bid is to be shown in both words and figures. In case of discrepancy the amount shown in words will govern.

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
1	8" PVC CL150 (DR18/PVC) in State Route 86	3,163 LF	_____ Dollars & Cents \$ _____	\$ _____
2	8" PVC CL150 (DR18/PVC) not in State Route 86	1,238 LF	_____ Dollars & Cents \$ _____	\$ _____
3	6" PVC CL150 (DR18/PVC)	114 LF	_____ Dollars & Cents \$ _____	\$ _____
4	4" PVC CL150 (DR18/PVC)	156 LF	_____ Dollars & Cents \$ _____	\$ _____
5	2" PVC CL315 (SDR13.5)	210 LF	_____ Dollars & Cents \$ _____	\$ _____
6	8" Gate Valve & Box	24 EA	_____ Dollars & Cents \$ _____	\$ _____

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
7	6" Gate Valve & Box	7 EA	_____ Dollars & Cents	_____
			\$ _____	\$ _____
8	4" Gate Valve & Box	6 EA	_____ Dollars & Cents	_____
			\$ _____	\$ _____
9	2" Ball Valve & Box	5 EA	_____ Dollars & Cents	_____
			\$ _____	\$ _____
10	Ductile Iron Fittings	2,000 LB	_____ Dollars & Cents	_____
			\$ _____	\$ _____
11	Flushout Assembly	4 EA	_____ Dollars & Cents	_____
			\$ _____	\$ _____
12	Remove Existing Fire Hydrant	1 EA	_____ Dollars & Cents	_____
			\$ _____	\$ _____
13	Tie-in Existing Fire Hydrant	1 EA	_____ Dollars & Cents	_____
			\$ _____	\$ _____

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
14	2" Highway Boring	30 LF	_____ Dollars & Cents	_____
			\$ _____	\$ _____
15	8" Open Cut (w/Steel Casing)	40 LF	_____ Dollars & Cents	_____
			\$ _____	\$ _____
16	15" PVC Casing	120 LF	_____ Dollars & Cents	_____
			\$ _____	\$ _____
17	8" Stream Crossing	50 LF	_____ Dollars & Cents	_____
			\$ _____	\$ _____
18	Leak Detection w/ Meter	1 EA	_____ Dollars & Cents	_____
			\$ _____	\$ _____
19	Type I Asphalt (Base Course)	3,408 LF	_____ Dollars & Cents	_____
			\$ _____	\$ _____
20	Type I Asphalt (Wearing Course)	4,169 SY	_____ Dollars & Cents	_____
			\$ _____	\$ _____
21	Asphalt Replacement (non DOH)	230 LF	_____ Dollars & Cents	_____
			\$ _____	\$ _____

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
22	Berm Replacement	6 LF	_____ Dollars & Cents	_____
			\$ _____	\$ _____
23	Miscellaneous Concrete	14 CY	_____ Dollars & Cents	_____
			\$ _____	\$ _____
24	Riprap - Dumped Rock Restoration	48 TN	_____ Dollars & Cents	_____
			\$ _____	\$ _____
25	Seeding	709 LF	_____ Dollars & Cents	_____
			\$ _____	\$ _____
26	Water Main Testing & Disinfection	4,616 LF	_____ Dollars & Cents	_____
			\$ _____	\$ _____
27	3/4" Service Tap & Corp Stop	41 EA	_____ Dollars & Cents	_____
			\$ _____	\$ _____
28	3/4" PE Service Pipe (Boring)	420 LF	_____ Dollars & Cents	_____
			\$ _____	\$ _____
29	3/4" PE Service Pipe (Trench)	685 LF	_____ Dollars & Cents	_____
			\$ _____	\$ _____

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
30	Outside Meter Setting (Single)	41 EA	_____ Dollars & Cents	_____
			\$ _____	\$ _____
31	Service Reconnect	41 EA	_____ Dollars & Cents	_____
			\$ _____	\$ _____
32	Skyline Hydroconstant Booster Station	1 LS	_____ Dollars & Cents	_____
			\$ _____	\$ _____
33	Tie In to Existing Main	24 EA	_____ Dollars & Cents	_____
			\$ _____	\$ _____

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
34	Mobilization	1 LS	_____ Dollars & Cents	_____
			\$ _____	\$ _____

Total Bid: _____
(Written)

\$ _____

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

A. Unit Prices have been computed in accordance with paragraph 11.03A 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 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 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the Contract Times.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of the Bid:

A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided);

B. If Bid amount exceeds \$10,000, signed Compliance Statement (RD400-6). Refer to specific equal opportunity requirements set forth in paragraph 18.10 of the General Conditions;

C. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD- 1048);

D. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans. Refer to paragraph 18.1 1 of the General Conditions;

- E. Bid Proposal, complete on the required Bid Form and signed by the Contractor;
- F. Certificate of Receipt of Addenda;
- G. Certification regarding Equal Employment Opportunity;
- H. West Virginia Contractors License No. (on Bid Form).
- I. Drug Free Workplace Conformance Affidavit

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

SEAL if required
by State

By: _____
(signature)

Doing Business as: _____

A Partnership

Partnership Name: _____

Seal if required
by State

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed) _____

A Corporation

Corporation Name: _____

State of Incorporation: _____

Type (General, Business, Profession, Service, Limited Liability) : _____

By: _____
(Signature - attach evidence of authority to sign)

Name Typed or printed): _____

Title: _____

Attest _____
(Signature Of Corporate Secretary)

Corp. Seal if required
by State

Date of Qualification to do business in West Virginia is _____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____ Seal if required
by State

By: _____
(Signature of joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____

By: _____
(Signature of joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

Bidder's Business address: _____

Business Phone No. (____) _____

Business Fax No. (____) _____

Business E-Mail Address _____

State Contractor License No. _____

Employer's Tax ID No. _____

Phone and Fax No. And Address for receipt of official communications, if
different from Business contact information: _____

9.02 Bid submitted on _____, 20____.

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Use limits as described in this section for determining unit prices in making unit price bids for work under this project.

1.02 PAYMENT FOR UNIT PRICE WORK

- A. Payment for the material furnished and work done under each unit price contract will be made as herein stipulated, for the amount of materials supplied and work done under the authorization of the Engineer and in accordance with actual measurement.
- B. The quantities listed in Bid Forms are to be considered as approximate and are to be used only for the comparison of the Bids and as basis for computing amounts of security or penal sums of Bonds to be furnished. The unit prices to be tendered by the Bidders are to be tendered expressly for the scheduled quantities as they may be increased or decreased. Payments, except for lump sum items in unit price Contracts, will be made for the actual quantities of work to be done and materials to be furnished. These quantities may each be increased or diminished without in any way invalidating the unit price bid.
- C. Computations of quantities that will be the basis for payment estimates, both monthly and final, will be made by the Engineer. Such computation will be based on daily field records of the Engineer.
- D. The Engineer may make an adjustment to the monthly progress payment estimate to account for work paid as totally complete but that still requires additional related work. Intent of this is to compensate the contractor for partial completion of a unit price item while also insuring adequate attention is given to the unfinished work to bring it to completion as soon as is practically possible. Computation of this adjustment will be made by the Engineer and is not to exceed 10% of the monthly requisition amount. This adjustment is in addition to the retainage withheld according to the provision of the General Conditions.

- E. The absence from the proposal forms of bid items specifically described in the standard specifications or shown on the drawings, shall be interpreted as meaning that the cost of any such work, contemplated by the contract documents, shall be included in the prices bid for related items for which pay items and quantities have been established.
- F. All items include the costs of all labor, materials, and equipment required to complete the work described in the SCHEDULE OF UNIT PRICE ITEMS (Article 1.03, this Section).
- G. Surface restoration: Restoration of areas disturbed by trenching activities will be paid as only ONE replacement item (concrete, slag, berm slag, asphalt replacement, or seeding) per unit length of trench. Engineer will make determination of replacement type required.
- H. No additional compensation will be made for any extra work done, except for such extra work as shall be required by written order.
- I. Requests for payment for Stored Materials must be referenced to the item number on the Bid Sheet. In reference to paragraph 19.2 of the General Conditions, "major materials and equipment" for stored materials shall be limited to the following items:
 - 1. PVC Pipe
 - 2. Gate Valves
 - 3. Fire Hydrants

1.03 ITEM LIMITS

- A. Items 1 - Water Main Construction in State Route 86:
 - 1. Item includes: Saw Cutting, earth and rock excavation, temporary shoring, furnishing and installing water main, installation of warning tape and locator wire, and either bedding the pipe in crusher run gravel and compacting crusher run gravel with a 12" concrete cap before asphalt or bedding the pipe in crusher run gravel and filling the remainder of trench with flowable fill before asphalt as per standard details. This price includes ditch development, as designated by WVDOT, which consists of earth and rock excavation of the bank, widening the berm, creating a ditch line and disposing of the excess material off site.

2. Unit of measure: Linear feet of pipe installed complete, measured parallel to the ground. No deduction will be made for length of fittings or valves.

B. Items 2 thru 5 - Water Main Construction:

1. Item includes: Clearing rights-of-way, earth and rock excavation, temporary shoring, furnishing and installing water main, installation of warning tape and locator wire, refill to provide a minimum of 36 inches of earth cover. Water line items 2 inch diameter and smaller also includes installation of fittings and thrust blocking. This price includes ditch development, as designated by WVDOH, which consists of earth and rock excavation of the bank, widening the berm, creating a ditch line and disposing of the excess material off site.
2. Unit of measure: Linear feet of pipe installed complete, measured parallel to the ground. No deduction will be made for length of fittings or valves.

C. Items 6 thru 9 - Gate Valves and Boxes:

1. Item includes: Furnishing & installing gate valve, valve boxes, and concrete valve box shield as shown on Standard Detail Drawings. 2" Valves to be ball valves.
2. Unit of measure: Each valve assembly installed.

E. Item 10 - Ductile Iron Fittings

1. Item includes: Furnishing and installing ductile iron and thrust blocking as shown on Standard Detail Drawings. Fittings for 3 inch and smaller mains are paid under the water main or sewer force main items.
2. Unit of measure: Pounds of fitting weight installed, based on AWWA C153 weights for ductile iron compact fittings in accordance with the following weight tables. It is recommended that compact ductile iron fittings in conformance with AWWA C153 be used whenever possible. Without regard for approved fittings used, weights listed hereunder shall govern for payment purposes. Bolts, gaskets and glands are subsidiary to the pay weights.

	BENDS
--	--------------

WEIGHT (LB)				
SIZE (IN)	1/4 : 90°	1/8 : 45°	1/16 : 22 1/2°	1/32 : 11 1/4°
4	27	23	18	16
6	39	32	32	30
8	57	46	46	42
10	89	70	64	58
12	108	86	84	74

SIZE (IN)	CAPS		PLUGS	
	WEIGHT (LB)			
	Flat	Dished	Flat	Dished
4	15	15	15	15
6	25	25	25	25
8	45	45	45	45
10	60	60	65	70
12	80	80	85	90

SOLID SLEEVES		
SIZE (IN)	WEIGHT * (LB)	
	SHORT	LONG
4	18	20
6	28	36
8	38	46
10	52	60
12	66	76

BOLT SLEEVES (TRANSITION COUPLINGS)	
SIZE (IN)	WEIGHT ** (LB)
4	24
6	35
8	44
10	58
12	70

TEES	
SIZE (IN)	WEIGHT (LB)

REDUCERS	
SIZE (IN)	WEIGHT (LB)

Run	Branch	
4	3	30
	4	32
6	4	46
	6	56
8	4	60
	6	72
	8	86
10	4	78
	6	90
	8	105
	10	120
12	4	94
	6	110
	8	125
	12	160

AWWA C152	
6X4	24
8X4	32
8X6	36
10X4	46
10X6	48
10X8	50
12X4	58
12X6	60
12X8	60
12x10	64

ANCHOR TEES ***

SIZE (IN)	WEIGHT (LB)
6	58
8	75
10	95
12	118

* Use long weights to estimating fitting weights during design: payment will be made for fitting that was installed (long or short).

** Based on Ford Meter Box Company weights.

*** Based on Griffin Pipe Products Company weights.

NOTE: For sizes greater than 12 inch, contact Engineer.

F. Item 11 - Flushout Assembly:

1. Item includes: Furnishing & installing flushout assembly (blow off hydrant) complete as shown on Standard Detail Drawings.
 2. Unit of measure: Each flushout assembly installed.
- G. Item 12 - Remove Existing Fire Hydrant:
1. Item includes: Removing existing Fire Hydrant shown on Construction Drawings. Watch valve to be capped and thrust blocked as required. Fire Hydrant to be returned to owner.
 2. Unit of measure: Each Fire Hydrant removed, capped and returned to owner.
- H. Item 13 - Tie in Existing Fire Hydrant:
1. Item includes: Furnishing and installing necessary fittings, watch valve, thrust blocking and piping required to tie in existing fire hydrant as shown on drawings.
 2. Unit of measure: Each fire hydrant tied in.
- I. Item 14 - Highway Borings:
1. Item includes: Boring pit excavation and backfill; use of boring machine and welding equipment; installation of steel casing, carrier pipe supports, casing end seals; and surface restoration. Carrier pipe is not part of this item.
 2. Unit of measure: Linear feet of boring, measured along the centerline of the casing. Pay limits are indicated on Standard Detail Drawings. Additional casing installed for the Contractor's convenience (i.e., to extend beyond an obstacle) is not included in this item.
- J. Item 15 - Open Cut (w/Steel Casing Pipe):
1. Item includes: Supply and install steel casing pipe per standard details as indicated on the drawings including use of welding equipment, installation of steel casing, carrier pipe supports and rubber casing end seals. Provide steel casing sizes as shown on Standard Detail Drawings. Backfill over steel casing shall be compacted according to West Virginia

Department of Highways requirements. Carrier pipe is not part of this item.

2. Unit of measure: Linear feet of casing pipe installed including compacting backfill.

K. Item 16 - 15" PVC Casing:

1. Item includes: Supply and install PVC casing per Standard Details in the designated areas by opening trench, installing casing and backfilling. PVC casing to extend 3 feet minimum beyond edges of culverts, and 5 feet minimum beyond sewer service lines; 12 feet minimum length per installation. Carrier pipe is not part of this item.

2. Unit of measure: Linear feet of PVC casing installed.

L. Item 17 - Stream Crossing w/Protection:

1. Item includes: Supply and install protection for carrier pipe at stream crossings as shown on the Standard Details. Protection consists of steel casing for pipe 4" and smaller and restrained joint ductile iron pipe for pipe 6" and larger. Steel casing to be welded before installation and pipe ends sealed with rubber end seals. Carrier pipe supports shall be provided for the pipe. Carrier pipe is not part of this item.

2. Unit of measure: Linear feet of protection installed as indicated on Drawings. Additional casing or ductile iron pipe installed for the Contractor's convenience is not included in this item.

M. Item 18 - Leak Detection Assembly

1. Item includes: Furnishing & installing the leak detection assembly including excavation, backfill, taps, fittings for connection of pipe to assembly, meter pit, meter, valve and other accessories required to make a complete leak detection assembly as detailed on the construction plans.

2. Unit of measure: Each leak detection assembly completed.

N. Item 19 - Type I Asphalt (Base Course):

1. Item includes: Making pavement cuts prior to excavation, installing and compacting aggregate backfill, and replacement of pavement base course under provisions of Section 02575 (Pavement Repair and Replacement), the Standard Detail Drawings and the state road permits. The minimum width of replacement is established in the Standard Detail Drawings for the various size pipe. Maximum width is paved area disturbed. In trenches containing more than one pipe, this item is only paid once.
2. Unit of measure: Linear feet installed as shown on Standard Detail Drawings, measured in place.

O. Item 20 - Type I Asphalt (Wearing Course):

1. Item includes: Installation of wearing course and repainting of center and berm lines under provisions of Section 02575 (Pavement Repair and Replacement), standard Detail Drawings, and the state road permits. The minimum width of replacement is established in the Standard Detail Drawings for the various size pipe.
2. Unit of measure: Square yards installed as shown on Standard Detail Drawings and measured by Engineer.

P. Item 21 - Asphalt Replacement - non DOH:

1. Item includes: Making pavement cuts prior to excavation, installing and compacting aggregate backfill, replacement of pavement under provisions of Standard 02575 (Pavement Repair and Replacement) and Standard Detail Drawings. The minimum width of replacement is established in the Standard Detail Drawings for the various size pipe. No additional payment will be made for asphalt pavement replacement required over service line trenches or around water line appurtenances.
2. Unit of measure: Linear feet installed, measured in place. Payment limits are established in the Standard Detail Drawings.

Q. Item 22 - Berm Replacement:

1. Item includes: Final trench backfill and cleanup of construction area, aggregate restoration of berms and

seeding the adjacent bank areas. Aggregate depth shall be not less than two inches over width of road berm disturbed. Gradation of material shall be similar to existing material. No additional payment will be made for aggregate required over service line trenches or around water line appurtenances.

2. Unit of measure: Linear feet of berm restored.

R. Item 23 - Miscellaneous Concrete:

1. Item includes: Replacement of driveways and sidewalks where damaged due to excavation operations for installation of water lines per standard details. Valve box shield and pipe encasement are not paid under this item. No additional payment will be made for concrete replacement required over service line trenches or around water line appurtenances.

2. Unit of measure: Cubic yards of concrete required for repairs measured in place. Payment limits are established in the Standard Detail Drawings.

S. Item 24 - Rip Rap Restoration:

1. Item includes: Final trench backfill and cleanup, and rip rap added to the trench to the dimensions shown in the Standard Detail Drawings. Stone depth to be a minimum twelve inches deep. Price shall include all materials, labor and equipment required to install rip rap. No additional payment will be made for rip rap required over service line trenches or around water line appurtenances.

2. Unit of measure: Tons of stone delivered, placed and confirmed by Engineer's representative.

T. Item 25 - Seeding:

1. Item includes: Final trench backfill and cleanup; and seeding, mulching and slope protection of disturbed areas as specified in Section 02936. The pay width for seeding shall be the total width disturbed during construction. The areas shall be restored with the original topsoil or comparable soil hauled in to prepare the surface for seeding. Seeding over service lines or around water line appurtenances or structures is not part of this item.

2. Unit of measure: Linear feet of trench seeded.

U. Item 26 - Water Main Testing & Disinfection:

1. Item includes: Applying the pressure tests and disinfection as specified in Section 02676 (Cleaning, Pressure Testing, and Disinfection) to the final water line installation. The service lines shall be tested at the same time that the main is tested, however, payment for testing service lines is included in the service pipe pay items.
2. Unit of measure: Linear feet of water main tested and disinfected.

V. Item 27 - Service Tap and Corporation Stop:

1. Item includes: Furnishing & installing the various service taps including excavation, backfill, saddle, corporation stop, brass fittings for connection of service pipe to service tap and to meter setting, and other accessories required to make a complete service connection.
2. Unit of measure: Each tap completed.

W. Item 28 - Service Pipe (Installation by Boring):

1. Item includes: Excavation for boring or jacking pit, temporary shoring, boring or jacking under concrete or asphaltic pavement, service pipe installation, installation of locator wire, backfill, cleanup, surface restoration, sterilization and pressure testing under provisions of Section 02676 (Cleaning, Pressure Testing, and Disinfection).
2. Unit of measure: Linear feet, measured parallel to the ground, for actual length bored, with pay limits of 5 feet beyond edges of pavement. All other service pipe installation will be paid as open trench installation. No deduction will be made for couplings and adapters.

X. Item 29 - Service Pipe (Open Trench Installation):

1. Item includes: Clearing rights-of-way, earth and rock excavation, temporary shoring, service pipe installation, installation of warning tape and locator wire, trench backfill, cleanup, surface restoration, sterilization and pressure testing under provisions of

Section 02676 (Cleaning, Pressure Testing, and Disinfection).

2. Unit of measure: Linear feet, measured parallel to the ground, from corporation stop to meter setter. No deduction will be made for couplings and adapters.

Y. Item 30 - Outside Meter Setting:

1. Item includes: Furnishing & installing meter setting complete with meter setter, integral check valve, meter box and cover, and four feet of service line with a piece of lumber marking the end as shown on the Standard Detail Drawings. The meter is not part of this item.
2. Unit of measure: Each meter setting installed.

Z. Item 31 - Service Reconnect:

1. Item includes: Removing existing service setting, including coppersetter, meter, box and lid; and delivering these items to the Owner; digging up and shutting off existing corporation stop; and reconnecting to customer's service line using the appropriate couplings or fittings in location determined by Engineer's representative. Work in this item will be performed after the new line has been tested and disinfected. Item does not include outside meter setting, service tap and any additional service line.
2. Unit of measure: Each service setting reconnected.

AA. Item 32 - Booster Station:

1. Item includes: Site work, piping, structure, electrical work, pumps, valves, water meter, control valve, landscaping, connecting to the new water main and all other appurtenances necessary to complete the Booster Station along with the decommissioning of the existing station as per construction drawings.
2. Unit of measure: Lump sum payment for booster station installed complete.

BB. Item 33 - Tie-ins:

1. Item includes: Locating existing water line, making a dry connection or wet connection where shown on

Drawings, backfill and restoration of the excavation pits. Payment for pipe and fittings are not included in this item. Valves 2" and larger are not paid under this item except where noted on the Detail Drawings.

2. Unit of measure: Lump sum payment when the tie-in is complete.

CC. Item 34 - Mobilization:

1. Item includes: Performance of construction preparatory operations, including the movement of personnel and equipment to the project site, placement of project identification sign, payment of Department of Highways Inspection Fees and Bonds, if applicable, and for the establishment of the Contractor's offices, buildings and other facilities necessary to begin work on a substantial phase of the contract. Payment schedule and DOH fee requirements are listed in Section 01505 (Mobilization).
2. Unit of measure: Lump Sum.

END OF SECTION

SECTION 02575

PAVEMENT REPAIR AND RESURFACING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Repair and replacement of granular and asphalt surfaces over trenches disturbed by the construction of the Project.
- B. Restoration of surrounding area to original condition.

PART 2 PRODUCTS

2.01 CRUSHED STONE PAVING MATERIALS

- A. Granular: Similar to existing, with Engineer's approval.
- B. Minimum requirements: Pit run gravel, crushed rock screenings, or blast furnace slag; free from shale, clay, organic matter and debris; AASHTO M43, size 57; graded within following limits:

<u>Sieve Size</u>	<u>Percent Passing</u>
1-1/2 inch	100
1 inch	95 to 100
1/2 inch	25 to 60
No. 4	0 to 10
No. 8	0 to 5

2.02 ASPHALTIC CONCRETE PAVING MATERIALS

- A. Select Backfill: Refer to Section 02665.
- B. Granular Base: AASHTO M43, size 467; Angular crushed natural stone or blast furnace slag free from shale, organic matter and debris; grade within following limits:

<u>Sieve Size</u>	<u>Percent Passing</u>
2 inch	100
1-1/2 inch	95 to 100
3/4 inch	35 to 70
3/8 inch	10 to 30
No. 4	0 to 5

- C. Primer: Homogeneous medium curing liquid asphalt; of type recommended for asphaltic paving; MC30 or by Engineer; grade to suit job conditions.

- D. Asphalt Pavement Mix (Base Course): Combine mineral constituents in proportions to produce a mixture conforming to the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
3/4 inch	88 to 100
1/2 inch	55 to 86
3/8 inch	45 to 72
No. 4	31 to 50
No. 10	19 to 35
No. 20	12 to 26
No. 40	7 to 20
No. 80	4 to 12
No. 200	0 to 6

- E. Asphalt Pavement Mix (Wearing Course): Combine mineral constituent in proportions to produce a mixture conforming to the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/4 inch	100
1/2 inch	86 to 100
3/8 inch	70 to 90
No. 4	45 to 70
No. 10	30 to 52
No. 20	22 to 40
No. 40	16 to 30
No. 80	9 to 19
No. 200	3 to 7

- F. Asphalt cement in base course mixture: 4.0 to 6.5 percent by weight.
- G. Asphalt cement in wearing course mixture: 4.0 to 7.5 percent by weight.
- H. Maintain thorough and uniform mixture.
- I. Bring asphalt cement and mineral constituents to required temperatures before mixing. Ensure aggregates are sufficiently dry so as not to cause foaming in mixture.

2.03 PORTLAND CEMENT CONCRETE PAVING MATERIALS

- A. Gravel Base: AASHTO M43, size 467: Angular crushed natural stone; free from shale, clay and friable materials and debris; graded within following limits:

<u>Sieve Size</u>	<u>Percent Passing</u>
2 inch (51 mm)	100
1-1/2 inch (38 mm)	95 to 100
3/4 inch (19 mm)	35 to 70
3/8 inch (9.5 mm)	10 to 30
No. 4 (4.75 mm)	0 to 5

- B. Welded steel wire fabric: Plain type, ASTM A185; plain finish.
- C. Reinforcing Steel: ASTM A615; 60 ksi yield grade; deformed billet steel bars, uncoated finish.
- D. Concrete Mix: Mix and proportion to produce minimum 3,750 psi concrete at 28 day with maximum slump of 3 inches and 4 to 6 percent air entrainment.
- E. Joint Fillers: ANSI/ASTM D994, bituminous impregnated fiberboard.
- F. Curing Compound: ASTM C309.
- G. Curing Paper: ASTM C171.

PART 3 EXECUTION

3.01 PREPARATION OF SUBGRADE

- A. Remove sufficient material from trench to obtain required pavement repair thickness.
- B. Level and compact subgrade to receive repair.

3.02 PLACEMENT OF CRUSHED STONE PAVING

- A. Spread granular materials over prepared base to a depth as shown on the Standard Detail Drawings. Compact to 95 percent Standard Proctor Density.
- B. Add water as required during compacting to bring material to optimum moisture content.
- C. Perform hand tamping in areas not accessible with rolling equipment.

3.03 PLACEMENT OF ASPHALT PAVEMENT

- A. Confirm granular base (crusher run or flowable fill) is of sufficient depth as indicated on Standard Detail Drawings.

- B. Ensure granular base (crusher run or flowable fill) is dry and free of loose foreign material before priming.
- C. Ensure that select backfill is compacted and at proper grade as indicated on the Standard Detail Drawings.
- D. Apply primer over entire repair width especially including edges of existing pavement.
- E. Apply primer at a uniform rate of 1/3 gallon per sq. yd.
- F. Place asphalt base and wearing courses to compacted depth as shown on the Standard Detail Drawings.
- G. Place asphalt courses in lifts of 3 inches or less.
- H. Do not place asphalt pavement when surface temperature is 40 degrees F or lower. Ensure asphalt pavement is minimum 65 degrees F immediately after placing and prior to initial rolling.
- I. Compact asphalt paving to required density, with approved rolling equipment. Start compaction as soon as pavement will bear equipment without checking or undue displacement.
- J. Perform hand tamping in areas not accessible to rolling equipment.
- K. Ensure joints made during paving operations are straight, clean, vertical and free of broken or loose material.
- L. Seal surfaces of joints to ensure watertight bond.
- M. Do not allow vehicular traffic on newly paved areas until surface has cooled to atmospheric temperature.

3.04 PLACEMENT OF CONCRETE PAVEMENT

- A. Place and level gravel fill over prepared subgrade to a compacted depth of 4 inches true to lines and levels. Compact to 95% Standard Proctor Density.
- B. Form vertical surfaces to full depth and securely position to required lines and levels. Ensure form ties are not placed as so to pass through concrete.
- C. Arrange and assemble formwork to permit easy dismantling and stripping, and to prevent damage to concrete during formwork removal.

- D. Reinforce concrete walks and driveways. Allow for minimum 1-1/2 inch concrete cover.
- E. Place concrete, screen and wood float surfaces to a smooth and uniform finish, free to open texturing and exposed aggregate.
- F. Avoid working mortar to surface.
- G. Make 1/4 inch wide dummy joints at intervals to match existing.
- H. Round all edges, including edges of dummy joints, with 1/2 inch radius edging tool.
- I. Ensure finished surfaces do not vary from true lines, levels or grade by more than 1/8 inch in 10 feet when measured with straightedge.
- J. Apply curing compound on finished surfaces immediately after placement. Apply in accordance with manufacturer's recommendations.

3.05 REPLACEMENT NOTES

A. Pavement Repair

1. Upon completion of the day's work, the trench will be backfilled as per Standard Detail.
2. All roadway openings must be maintained daily or by steel plating until permanent asphalt replacement.
3. After the bituminous concrete surface has been completed at all road openings, the saw cut joints and milled joints will be sealed with a compatible asphaltic material.
4. Repaint center and berm line in accordance with the most recent WVDOH "Accommodation of Utilities on Highway Right-of-way" Manual and meet the West Virginia Division of Highway Specifications.

END OF SECTION

City of Glen Dale
Water System Extensions & Improvements

CONTRACT 2
BID PACKAGE

Bid Opening Requirements Checklist

Completed
Satisfactory
(Check if Completed)

- _____ Bid Proposal, complete on the required Bid Form and signed by the Contractor.

- _____ Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check.

- _____ If Bid amount exceeds \$10,000, signed Compliance State (RD400-6). Refer to specific equal opportunity requirements set forth in paragraph 18.10 of General Conditions.

- _____ If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048).

- _____ If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans. Refer to paragraph 18.11 of General Conditions.

- _____ Certificate of Receipt of Addenda.

- _____ Certification regarding Equal Employment Opportunity.

- _____ West Virginia Contractors License No. (on Bid Form).

- _____ Drug Free Workplace Conformance Affidavit.

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum

_____)
(Words)

_____)
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal
)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

(Signature of Bidder or Prospective Contractor)

Address (including Zip Code)

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(name)

(date)

(title)

oOo

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organizations filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Certification of Receipt of Addenda

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- (a) Bidder has examined copies of all the Contract Documents and the following addenda:

Date

Number

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Invitation to Bid and the Instruction of Bidders.

- (b) Bidder has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

Signature

Date

Name and Title of Signer
(Please Type)

CERTIFICATE OF EEO COMPLIANCE

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

- A. The Company certifies that it has established an affirmative action program pursuant to 41 CFR Part 61-2.

- B. Has participated in previous contracts subject to the equal opportunity clause.

- C. If (B) above is checked, has filed all reports due under the previous contract requirements.

Company

By

Date

Officer or Title

Attest: _____



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

I, _____, after being first duly sworn, depose and state as follows:

1. I am an employee of _____; and,
(Company Name)
2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with ***West Virginia Code §21-1D-5***.

The above statements are sworn to under the penalty of perjury.

(Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____.

By Commission expires _____

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

City of Glen Dale

Water System Extensions & Improvements

CONTRACT 3

BID PACKAGE

Bid Opening Requirements Checklist

Completed
Satisfactory
(Check if Completed)

- _____ Bid Proposal, complete on the required Bid Form and signed by the Contractor.
- _____ Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check.
- _____ If Bid amount exceeds \$10,000, signed Compliance State (RD400-6). Refer to specific equal opportunity requirements set forth in paragraph 18.10 of General Conditions.
- _____ If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048).
- _____ If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans. Refer to paragraph 18.11 of General Conditions.
- _____ Certificate of Receipt of Addenda.
- _____ Certification regarding Equal Employment Opportunity.
- _____ West Virginia Contractors License No. (on Bid Form).
- _____ Drug Free Workplace Conformance Affidavit.

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum

_____)
(Words)

_____)
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal
)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
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COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
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If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

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I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

(Signature of Bidder or Prospective Contractor)

Address (including Zip Code)

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(name)

(date)

(title)

oOo

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organizations filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Certification of Receipt of Addenda

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- (a) Bidder has examined copies of all the Contract Documents and the following addenda:

Date

Number

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Invitation to Bid and the Instruction of Bidders.

- (b) Bidder has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

Signature

Date

Name and Title of Signer
(Please Type)



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

I, _____, after being first duly sworn, depose and state as follows:

1. I am an employee of _____; and,
(Company Name)
2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

(Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____.

By Commission expires _____

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

