

ADDENDUM #1
January 29, 2025
Barrett Mill Water Improvements
Wythe County

This addendum revises the Bid Opening date to Thursday February 6th, 2025 at the same times and same location.

This addendum includes the amended minutes from the 15 January 2025 Pre-bid conference including:

- Exhibit D from the RD AIS Guidance memo
- Revised bid form split into Bid Form A-Division I, Bid Form B-Division II, and Bid Form C-Division III
- Pre-bid attendance sheet

A bid line item has been added to Division I and Division II bid forms to pay for the gravel as may be required by VDOT for the final 6” backfill of the water main installation in accordance with VDOT note 17 on G02.

A bid line item has been added to the Division I bid form to pay for the paved shoulder removal and replacement of asphalt as will be required by VDOT for the water line install within the shoulder between the existing tie-in north to Wye Road.

All fittings will be installed with a wedge type (megalug or similar) restraint gland and will not require additional external restraints or kickers. Weight of each fitting will be per the table in the Unit Prices specification section. Fitting weights are utilized for line item payments and may not reflect the weight of the actual fitting & accessory pack.

Joint restraints (per line item) will be for push-on pipe to pipe connections.

Changes to the Contract Documents:

1. Revise the first paragraph in Section C-111 “Advertisement for Bids” to read

Bids for the Division I and Division III of the Project will be received at the Wythe County Board of Supervisors Chambers located at 340 South 6th Street, Wytheville, VA 24382, until **6 February 2025** at 2:00 pm local time. Bids for the Division II of the Project will be received at the Wythe County Board of Supervisors Chambers located at 340 South 6th Street, Wytheville, VA 24382, until **6 February 2025** at 2:30 pm local time. Division I and Division III will be publicly opened and read at 2:00 pm. Division II will be publicly opened and read at 2:30 pm. Per Code of Virginia, Section 2.2-4303, A: bids may be submitted electronically via email to the locality at dterisp@wytheco.org. A single hard copy of the bid documents is required to be submitted prior to the noted time of receipt.

2. Replace Bid Form Section 00410 with the included three bid forms. Bidder will utilize the different bid forms dependent on which Division bidder is presenting a bid for. **Bidder will provide a separate Bid Bond for each Bid Form.** Bidder will complete all of the line items as required within each bid form. Bidder will provide a separate sealed envelope for each individual bid.

3. Add paragraph 1.4 5.a. and b. to Section 01100 “Summary of the Work” to read:

5. Scheduling:

a. Contractors may request a suspension of contract time over the winter when conditions are not suitable for typical production. Request shall be presented in writing prior to any change in Contract Time.

b. Division II and Division III contractors will not be penalized for any delays due to failure of the Division I contractor to extend potable water to the Division II water lines. No additional payment will be made by the Owner for remobilization (if required) for the Division II or Division III contractors to commence testing and disinfection operations.

4. Revise paragraph 3.1.A. 5. in Section 01270 "Unit Prices" to read
 5. Fittings: Pipe fittings, couplings, reducers, tees, elbows, plugs, crosses and similar connectors will be paid for per weight for standard ductile iron fittings as listed ~~in AWWA C110~~ **in the chart at the end of this section.** Fittings and connectors smaller than 4" diameter will not be paid for under this item but will be considered incidental to the pipe line item. The weight used for payment will be per the chart included at the end of this section. **Fittings will be installed with a wedge type (megalug or similar) restraint gland.** Contractor has the prerogative to utilize ~~restrained joint or~~ compact fittings at no additional compensation or increase in the contract price.
5. Revise paragraph 3.1.A. 11. in Section 01270 "Unit Prices" to read
 11. PRV: PRV pay item shall include a concrete vault, **a 2" PRV, a 6" PRV, 2" gate valves, 6" gate valves, reducers, saddles, restraints, dismantling joints,** piping connections, and miscellaneous appurtenances per the **detail and** contract documents. This work shall be paid for as a lump sum bid item and shall include all labor, materials, tools, equipment, and incidentals necessary to complete this work in accordance with these specifications.
6. Add paragraph 3.1.A. 26. in Section 01270 "Unit Prices" to read:
 26. Shoulder Stone Topcourse: Shoulder stone topcourse will be measured and paid per linear foot of roadway shoulder installed and shall include gravel, compaction, traffic control and any other incidentals required to properly install 6" of VDOT approved #25 or #26 stone as the final 6" of material within the excavated trench width for selected VDOT shoulders. This price will include compensation for all labor, materials, tools, equipment, unclassified excavation, disposal of excavated material, and incidentals necessary to complete this work as shown on the plans and in accordance with these specifications.
7. Add paragraph 3.1.A. 27. in Section 01270 "Unit Prices" to read:
 27. Route 21 Paved Shoulder Repair: Paved shoulder repair will be measured and paid per square yard of roadway paved shoulder installed and shall include sawcut of existing pavement, removal of existing pavement & gravel, gravel backfill, asphalt, compaction, traffic control and any other incidentals required to properly install 220 lbs. per square yard of SM12.A asphalt and 4" of 21B stone. This price will include compensation for all labor, materials, tools, equipment, unclassified excavation, disposal of excavated material, and incidentals necessary to complete this work as shown on the plans and in accordance with these specifications.
8. Revise paragraph 2.1.J. in Section 02510 "Water Distribution" to read:
 - J. Steel Casing: Steel Casing pipe shall conform to ASTM A-139, Grade B, have a minimum wall thickness of 0.250" **for non-VDOT roadways and 0.50" for VDOT road crossings and a bituminous exterior coating.**
9. Revise paragraph 2.4.H. in Section 02510 "Water Distribution" to read:
 - H. Tapping Saddle: Saddles will be **epoxy coated** double strap (~~PVC or DIP~~) ~~or hinge type (for PVC only)~~, Ford FC202 or approved equal. Saddles will be hinge type (for PVC only), **Ford S70-60x for 6" PVC mains and S902-80x for 8" PVC mains** or approved equals. Tapping of DIP main will require approved equal saddle.
10. Revise paragraph 2.5.A. 1. in Section 02510 "Water Distribution" to read:
 1. Meters through 2" meter will be Mueller 420 Series **Bronze PD (B,IB,SG,ME8,18" Nicor Composite** with MI NODE M w/ 5' NICOR PT# MSW-NO ~~Hot Rod AMR~~ or approved equal.
11. Revise paragraph 2.5.B. 1. in Section 02510 "Water Distribution" to read:
 1. Corporation Stop - 3/4" unless otherwise noted **and will be Ford FB1001 Grip Ring or Equivalent** with Mueller inlet threads (AWWA C800). Outlet will have compression couplings for connection to copper pipe **or polyethylene pipe.**
12. Add paragraph 3.2.J.1. c. to Section 02510 "Water Distribution" to read:
 - c. Steel Casing pipe shall be installed per VDOT standards and details (including those on D05) for all steel casing under VDOT roadways.

13. Add paragraph 3.2.J. 2. a. to Section 02510 "Water Distribution" to read:
 - a. 2" PVC DR 13.5 may be utilized for service casings (both ¾" service and 1 ½" services) as a single pipe with no joints.

Changes to the Plans:

1. Add note to G02: Contractor will install a sleeve for all transitions (excluding MJ bend fittings) between PVC and Ductile Iron pipe as called for in the plans. Contractor will be paid for the sleeve per the weight of a 45 degree bend for the diameter of pipe joined.
2. Add note to C01, C02 and C03: Contractor be responsible for removal and replacement of paved shoulder from the connection to the existing system (station 1+00 on C01) through Wye Road (station 33+50 on C03). Contractor will be paid per the Route 21 Paved Shoulder Repair line item per S.Y. of asphalt installed. Contractor will match the existing width of the paved shoulder and saw cut the existing shoulder pavement behind the rumble strips and replace with 220 lbs per S.Y. plus 4" of 21B stone under asphalt. Driveway replacements through this area will be paid per the appropriate line item.
3. Add notes to profile on C16: Contractor will install TR-Flex pipe (or approved equal) between the base of slope and top of slope poured concrete thrust blocks.
4. Add notes to C28: Owner will coordinate removal of the existing temporary electrical meter pole located on the booster station site. Contractor will coordinate location of the new service drop pole. Contractor will install minimum 8" of VDOT 21A stone within the hatched area for the booster station driveway. Concrete entrance pad will be minimum 4" thick of 3500 psi concrete with steel WWF fabric with minimum 6" stone bedding.
5. Add the following notes to the PRV Vault detail on sheet D02.

Station 149+00, 150 class flanges, inlet pressure =160 psi , outlet pressure = 80 psi, elevation 2310'
Station 426+50, 150 class flanges, inlet pressure =175 psi , outlet pressure = 90 psi, elevation 2280'
6. Delete Note #3 on the Blow-Off Hydrant/Flushing Tap/Sample Tap detail on sheet D02. There will not be a PRV installed on these hydrants.

PREBID CONFERENCE MINUTES
January 15, 2025 10:00 A.M.
Barrett Mill Water Improvements
Wythe County

Order of Business

- Review of Minutes
- Questions and Comments
- Site Visit (Optional)

1. Introduction

- a. Sign-up sheet.
- b. Agenda distribution.
- c. Identification of Owner and Engineer.

Peed & Bortz, Project Manager	Scott Bortz	540-449-9214
Wythe County, Utilities Director	Don Crisp	(276) 223-6115
Wythe County, Assistant Engineer	Will Lawrence	(276) 223-4529

2. Scope of Work

Construction of the Barrett Mill Water Extension. Construction of 35,000 lf of 4", 6" and 8" water main including a constant pressure booster station in the Barrett Mill Road area of Wythe County just south of Wytheville, Virginia. Funds for this project will be provided in part by USDA-Rural Development (RD)

3. Scheduling

- a. Bids for the Division I and Division III of the Project will be received at the Wythe County Board of Supervisors Chambers located at 340 South 6th Street, Wytheville, VA 24382, until **3 February 2025** at 2:00 pm local time. Bids for the Division II of the Project will be received at the Wythe County Board of Supervisors Chambers located at 340 South 6th Street, Wytheville, VA 24382, until **3 February 2025** at 2:30 pm local time. Division I and Division III will be publicly opened and read at 2:00 pm. Division II will be publicly opened and read at 2:30 pm. Per Code of Virginia, Section 2.2-4303, A: bids may be submitted electronically via email to the locality at dtrisp@wytheco.org. A single hard copy of the bid documents is required to be submitted prior to the noted time of receipt. Bidders may bid on any one or any combination of the three divisions. Each division bid will be evaluated separately.
- b. Award of Contract: Should the apparent low bid exceed available funds, the Owner reserves the right to negotiate with the apparent lowest responsible, responsive bidder to obtain a contract price within available funds. Lowest bid that is lower than the construction fund amount will be awarded the contract. Wythe County will make an award as soon as possible. It is anticipated that the Notice to Proceed will be issued in May 2025.
- c. Construction Time: Parts of the Work must be substantially completed on or before the following Milestone(s):
 - 1. Milestone 1 : Division 1(Southwest Water Mains) -345 days
 - 2. Milestone 2 : Division 2 (Northeast Water Mains)-345 days

3. Milestone 3 : Division 3 (Booster Station)-360 days
- d. Bid form is located in the Contract Documents.

4. Qualification Statement

To demonstrate qualifications to perform the work, each bidder must be prepared to submit within five days of Owner's request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for in these Contract Documents. Each Bid must contain evidence of Bidder's qualification to do business in the state where the project is located or covenant to obtain such qualification prior to award of the contract. Please see Section 00451 of the Contract Documents for the required information. **Qualification statement does not need to be included in the bid package and will be requested of the low bidder after bid award.**

5. Insurance and Bonds

- a. Bid Bond – Each Bid must be accompanied by Bid security made payable to the Owner in an amount of five percent of the Bidder's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached or similar form) issued by a surety meeting the requirement of Article 8 of the Instructions to Bidders.
- b. Performance and Payment Bond – Paragraph 6.01 of the General Conditions. When the successful Bidder delivers the executed Conditions and the Supplementary Conditions set forth Owner's requirements as to Agreement to Owner, it must be accompanied by the required performance and payment Bonds.
- c. Insurance Required – Section 00800 of the Contract Documents outlines the insurance requirements for this project.
- d. Bidders Obtain Complete Sets of Documents – Hard copies of the Contract Documents may be obtained at the office of Peed & Bortz, LLC, located at 20 Midway Plaza Drive, Suite 100, Christiansburg, VA, 24073 upon payment of \$400.00 for each set. Digital PDFs are available on the website at no charge: <https://peed-bortz.com/request-for-bids/> . Any **Plan holder**, upon returning the Contract Documents in good condition, within ten (10) days of bid opening will be refunded \$200 of the payment.

6. Property, Easements, and Existing Utilities

- a. Property- VDOT owns the right-of-way along State Routes. A portion of the work will be within easements on private property. Wythe County owns the booster station property. The contractor will contact individual property owners when the work crosses their driveway or otherwise impacts the use of their property.
- b. Utilities – Electric, telephone, water and sewer utilities serve the area of the property.
 - 1.) The electric service is owned by Appalachian Electric Power.
 - 2.) The water is owned and operated by Wythe County or the Town of Wytheville (Route 21 and the west section of Barrett Mill Road). There is no public sanitary service in the area.

- 3.) Underground fiber optic lines, underground copper telephone, and underground electrical lines are also known within the work area and have been generally identified (per Miss Utility markings) on the plans. Additional underground utility lines may be within the work area.
- 4.) The Contractor is responsible locating all underground utilities prior to construction.

c. Permits –

- 1.) Virginia Department of Transportation – Contractors will be responsible for paying the Land Use Permit fee and providing the VDOT Bond:

Division I Fee: \$2510 Bond: \$985,000

Division II Fee: \$2010 Bond: \$610,000

Division III Fee: \$100 Bond: \$5000 (entrance permit fee and bond only, no LUP for the booster station work)

- 2.) Wythe County Erosion Control – The Owner/Engineer will be responsible for applying for, paying for permit fee, and obtaining the permit based on the erosion control plan provided by the Engineer. The contractor will be responsible for complying with the requirements of the Wythe County E&S permit and any other requirements (DEQ or VDOT) as noted in the contract documents including the addendum.
- 3.) Corps of Engineers - NOT APPLICABLE
- 4.) Virginia VSMP Permit from DEQ – Contractor's will comply with this permit (if applicable)
- 5.) Building Permit- Wythe County-Division III Contractor will be responsible for obtaining at no cost to the Contractor.

7. Staking of Work

- a. Work areas will be staked by the contractor and approved by the Owner and Engineer before starting any construction. Suitable control will be provided by the Engineer prior to construction.
- b. Contractor will stake out and be required to receive approval from VDOT for the valve and fire hydrant locations.
- c. Owner will provide field verified meter locations prior to installation.

8. Inspection

- a. The Owner will furnish an Inspector to inspect the project for the Owner.
- b. The Contractor will furnish an Owner approved geotechnical engineer/testing agency to provide materials and soil testing services for this project in accordance with the specifications including concrete testing. Contractor will provide satisfactory compaction reports prior to receiving payment for sections of water main.

9. Right-of-Way Work

- a. Traffic Control – The Contractor will supply all traffic control and directional signs. No cleated equipment will be used on pavements. Road drainage will not be clogged, and shoulders, ditches, roadside drainage facilities and pavement affected by the grading operations will be maintained in a condition satisfactory to VDOT. Traffic will not be blocked or rerouted without permission of VDOT or Wythe County. Where one way traffic is permitted to be maintained, it will be flagged 24 hours per day. Traffic will be properly protected by adequate lights, barricades and signs, and also flagmen when needed.

10. Materials

- a. All materials required to construct this project are specified in the Specifications.
- b. See specifications for details regarding AIS. See the Guidance memo regarding AIS documentation for typical RD projects at: https://www.rd.usda.gov/sites/default/files/UWP_Bulletin_1780-35.pdf Exhibit D from this document is included with the Addendum 1 for the typical language for AIS certification letters.

11. Special Conditions

- a. Earthwork: The contractor will provide a cut-to-fill balanced project. No additional payment will be paid by the Owner to the Contractor for excavation required to bring grades to fill or for disposal of excess material within the project area or outside the project area.
- b. Contractor may use erosion control matting to secure slopes and ditches from eroding at his discretion. Contractor will use erosion control matting as shown on the plans. No additional payment will be made by the Owner for use of matting unless matting is specifically required by Wythe County erosion control or VDOT.
- c. Extension of casings – Contractor may extend casings or use larger casings at his prerogative and at no additional cost to the Owner.
- d. Underground Utilities – The Contractor will contact Miss Utility and have utilities field located prior to construction. Location of existing facilities will be determined by the Contractor far enough in advance of construction to provide for modification in design if required. If damage to utilities occurs during construction, the Contractor will report the damage immediately to the Owner and the utility company. Repairs will be at the Contractor’s expense if damage is determined to be due to Contractor error, negligence or Contractor is otherwise at fault.
- e. Record Drawings – The Contractor will maintain Record Drawings as revisions are made. The working set of record Drawings will be reviewed by the Owner and Engineer at the monthly progress meetings. The Contractor will submit to the Engineer at the Final Completion inspection, record drawings of the project. The Engineer will provide Contractor with one set of reproducible plan sheets upon request. Record drawing will include one legible set of drawings upon completion of construction. As part of the record drawings, the Contractor will provide all geotechnical testing results regarding the project and a final letter from the Geotechnical Engineer stating the project was completed to contract specifications. Final payment will not be paid until suitable “Record Drawings” are provided to the Engineer.
- f. OSHA Requirements – The Contractor will be responsible for complying with all OSHA requirements including all excavation, pipe installation and backfilling in accordance with the OSHA Excavation Standards 29 CFR Part 1926, Subpart P. The Contractor’s responsibility also extends to providing a “Competent Person” as defined by the OSHA regulation referenced above on the job site.
- g. Davis Bacon Act: The Contractor will not be required to comply with the provisions of this legislation.
- h. WBE, MBE, DBE Procurement requirements: The Contractor will not be required to comply with the provisions of these requirements.
- i. American Iron and Steel (AIS): The project is funded in part by USDA-Rural Development and **requires domestic material preference per American Iron and Steel (AIS)** - Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A- Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating

domestic preference applies an AIS requirement to obligations made after May 5, 2017. See specs for additional information.

- j. Work in VDOT right-of-way will be necessary. The contractor shall provide all necessary traffic control to ensure safety of the traveling public and in accordance with VDOT requirements:
1. Contractor shall not cut or damage pavement (unless otherwise specified on the plans). If the contractor damages the pavement, he will be responsible for overlaying the damaged length per the VDOT detail included in the Contract Documents.
 2. All manhole and valve top elevations in VDOT rights-of-way shall be 2" below finished grade within shoulders. Top elevations shown on the profiles are approximates and shall be field verified and adjusted by the Contractor.
 3. The Contractor shall provide all erosion and sediment control measures required by the "Virginia Erosion and Sediment Control Handbook" and the Virginia Department of Transportation" The Contractor shall not disturb more than 10,000 square feet of area at a time in an area not protected by E&S measures which shall be restored immediately after the work is completed
 4. VDOT will require that restoration be performed as the work proceeds and riprap ditches and damaged guardrail shall be restored immediately.
 5. All VDOT signage, flagmen, and other traffic control requirements shall be met.
 - a. **Work Protection** – The Contractor will comply with the most current VDOT Work Area Protection Manual.
 6. A representative of the Contractor must be on site holding **both** of the following certificates:
 - a. Department of Conservation (DCR) Contractor Certificate
 - b. VDOT Erosion and Sediment Control Contractor Certification (ESCCC)
 7. No dirt on the pavement shall be allowed at the end of each workday. Crusher dust is recommended to minimize pavement dirt.
 8. VDOT will periodically inspect the project to verify compliance with permit and regulations.
 9. VDOT contact is Mike Phipps (276) 484-9335 or Mark Williams 276-484-9334.
 10. Flagmen will be required for all work within the VDOT right-of-way as required by VDOT standards. Contractor will supply flagmen at no additional cost the owner.
 11. Contractors will be allowed to work daylight hours, Monday-Friday, within VDOT right-of-way. No work will be allowed on VDOT roadways during holiday hours. A 'shoulder closed plan' is required when contractors are working off a roadway, behind the ditchline and out of the clear zone with no effect to the traveling public. A 'lane closure plan' is required when the Contractor is working within the roadway. Should special needs arise, VDOT will review each case individually.
12. Comments and Questions:
- a. Bid submission requirements:
 - 1.) Bid Form properly filled out-Section 00410
 - 2.) Addendum acknowledged (on bid form)

3.) Bid Bond -Section 00430

- b. Reconnections: Contractor will reconnect existing meters. Town customers may opt not to transfer service over to Wythe County in which case there will be no reconnection for such customers and the Contractor would not be paid for that line item. Owner will coordinate with Contractor in advance of ordering meter components.
- c. VDOT work times: Work within VDOT ROWs can start ½ hour after sunrise and must cease ½ hour before sunset in good weather conditions. Work hours will be restricted during inclement weather.
- d. Owner and Inspector will meet with the Contractor for the first section of water main to be laid to verify materials, procedures, and expectations regarding the installation of the water line. Specific items to be discussed will be the general condition of the trench backfill (both initial and final), compaction methods, shaping the trench for bells, and any other construction issues.
- e. Contractor will be required to tap services with the water main under pressure.
- f. See section 01100 Summary of the Work section 1.19 regarding requirement regarding the audio-visual survey of the project area. Contractor should note any questionable areas discovered prior to commencing construction and request VDOT field review in addition to the visual survey.
- g. Contractor will comply with the environmental requirements from the RD Letter of Conditions as noted in the Summary of the Work 01100, Section 1.5 F.
- h. Contractor may not burn brush from the easement area. Contractor may chip the brush and spread within the easement. Wood bolts which cannot be chipped may be hauled off-site at the contractor's expense. **Bidders should be aware of the Northern Long Eared Bat time-of-year restriction will prohibit any required tree removal from June 1-July 31 (pup season) and/or April 15-September 15 (active season). Timber will be removed by the Contractor.**
- i. Engineer utilized the DIPRA pipe calculator for thrust restraint determination. See Water Distribution 02510 section 2.7 I for additional details. <https://dipra.org/technical-resources/calculators/thrust-restraint-calculator>
- j. Bidders will provide a separate Bid Form and separate Bid Bond for each bid provided for the separate division. See **Addendum 1** for revised Bid Forms.
- k. Engineer's Opinion of Probable Cost for the project:
Division I: \$3.0 million Division II: \$2.6 million Division III: \$250,000

PRE-BID CONFERENCE ATTENDANCE LIST

January 15, 2025 10:00 A.M.

Barrett Mill Water Improvements

Wythe County

NAME:	REPRESENTING:	PHONE	EMAIL
Scott Bortz	Peed & Bortz, LLC	540-449-9214 (Cell) 540-394-3214 (Office)	scott@peed-bortz.com
Don Crisp Will Lawrence	Wythe County	276-223-6115 276-223-4529	dcrisp@wytheco.org wllawrence@wytheco.org
DUST SNIDER	MAIN STREET BUSSES	804 922 6558	D.C. SNIDER@COUNTRK.COM
Tommy Pierce	Clearwater	540-491-3858	Tommy.pierce@clearwaterinc.net
Peypen Hill	Hill Construction	276-286-5013	hill.construction@outlook.com
Sonny Blair	Hill Construction	276-244-2678	" "
John Rasnick	Hill Construction	276-477-0131	" "
Chip Dunstan	Salem Stone Corp	540-765-7963	chip.dunstand@saalemstonecorp.com
Norby Mintons	Classic City Mechanical	336-428-8392	norby.mintons@ccymail.com
DOE BUDDS	COE AND MAN	540-556-0301	DOE.BUDDS@CONSERVATION.COM
MIKE PHIPPS	VDOT	276-484-9335	MICHAELS.PHIPPS@VDOT.VIRGINIA.GOV
Mark Williams	VDOT	276-484-9334	mark.williams@vdot.virginia.gov

PRE-BID CONFERENCE ATTENDANCE LIST

January 15, 2025 10:00 A.M.

Barrett Mill Water Improvements

Wythe County

NAME:	REPRESENTING:	PHONE	FAX	EMAIL
Sarah Rapp	Ferguson Waterworks	826 2059222		sarah.rapp@ferguson.com
Franz Thomas	E.C. Pace Co. Inc.	540-343-6816		fthomas@pace.com
Jessica Lane	King General			jlane@kingcompany.us
Vann Holden	King General			vann@kingcompany.us
Jeff Dunn (via Zoom)	Metra Industries	973-812-0333		jdunrose@metraindustries.com

EXAMPLE OF A MANUFACTURER'S CERTIFICATION LETTER OF COMPLIANCE WITH PROVISIONS OF THE AMERICAN IRON AND STEEL (AIS) REQUIREMENTS OF SECTION 746 OF TITLE VII OF THE CONSOLIDATED APPROPRIATIONS ACT OF 2017 (DIVISION A - AGRICULTURE, RURAL DEVELOPMENT, FOOD AND DRUG ADMINISTRATION, AND RELATED AGENCIES APPROPRIATIONS ACT, 2017) AND SUBSEQUENT STATUTES MANDATING DOMESTIC PREFERENCE

Date:

Company Name:

Company Address:

Subject: AIS Step Certification for Project (X), Owner's Name, and Contract Number

I, (company representative), certify that the (melting, bending, galvanizing, cutting, etc.) processes for (manufacturing or fabricating) the following products and/or material shipped or provided for the subject project is in full compliance with the AIS requirement as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

Item, Products and/or Materials, and location of delivery (City, State):

- 1.
- 2.

Such processes for AIS took place at the following location:

(City, State)

This certification is to be submitted upon request to interested parties (e.g. municipalities, consulting engineers, general contractors, etc.)

If any of the above compliance statements change while providing materials to this project, please immediately notify the person(s) who is requesting to use your product(s).

Authorized Company Representative Signature

(Note: *Authorized signature shall be manufacturer's representative not the material distributor or supplier*)

BID FORM FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Wythe County, Virginia, 340 South 6th Street, Wytheville, VA 24382**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; ~~and~~
 - ~~G. [List other documents and edit above as pertinent].~~
 - G. **If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);**
 - H. **If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);**
 - I. **If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.**
 - J. **[List other documents and edit above as pertinent].**

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

- 3.01 *Unit Price Bids*
 - A. Bidder will perform the following Work at the indicated unit prices:

Division I- Grayson Turnpike and Barrett Mill Road

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1.	Mobilization (3%)	LS	1	\$	\$
2.	8" Water Main DIP	LF	2350	\$	\$
3.	8" Water Main PVC	LF	16150	\$	\$
4.	6" Water Main PVC	LF	1050	\$	\$
5.	4" Water Main PVC	LF	450	\$	\$
6.	Joint Restraint 8"	EA	200	\$	\$
7.	Joint Restraint 6"	EA	20	\$	\$
8.	Joint Restraint 4"	EA	10	\$	\$
9.	Pipe Fittings	LBS	16000	\$	\$
10.	Fire Hydrant (Complete)	EA	15	\$	\$
11.	18" Steel Casing Jack & Bore	LF	120	\$	\$
12.	14" Steel Casing Jack & Bore	LF	40	\$	\$
13.	12" Steel Casing Jack & Bore	LF	40	\$	\$
14.	Gravel Backfill within Shoulders	LF	5000	\$	\$
15.	8" Gate Valve	EA	36	\$	\$
16.	6" Gate Valve	EA	1	\$	\$
17.	4" Gate Valve	EA	1	\$	\$
18.	Air Release Valve	EA	3	\$	\$
19.	Air Release Valve (Cut Slope)	EA	2	\$	\$
20.	Blow off Hydrant	EA	1	\$	\$
21.	Pressure Reducing Valve (PRV)	EA	1	\$	\$
22.	Residential Meter Reconnection	EA	31	\$	\$
23.	Residential Meter	EA	63	\$	\$
24.	Residential Meter (no PRV)	EA	1	\$	\$
25.	Service Casing Crossing	LF	1000	\$	\$
26.	Service Casing Crossing (Guaranteed Install)	LF	260	\$	\$
27.	Service Line ¾"	LF	800	\$	\$
28.	Service Line 1"	LF	1400	\$	\$
29.	Asphalt Driveway Crossing	LF	500	\$	\$
30.	Concrete Driveway Crossing	LF	20	\$	\$
31.	Gravel Driveway Crossing	LF	300	\$	\$
32.	Concrete Cradle	LF	20	\$	\$
33.	Culvert Inlet Protection	EA	60	\$	\$
34.	Silt Fence	LF	1300	\$	\$
35.	EC-2 Matting	LF	6000	\$	\$
36.	Check Dam	EA	60	\$	\$
37.	Shoulder Stone Topcourse	LF	5000	\$	\$
38.	Route 21 Paved Shoulder Repair	SY	900	\$	\$
	Total Division I Base Bid			\$	

Division I- Additive Alternate 1

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1.	4" Water Main PVC	LF	830	\$	\$
2.	Joint Restraint 4"	EA	2	\$	\$
3.	12" Steel Casing Jack and Bore	LF	45	\$	\$
4.	4" Gate Valve	EA	1	\$	\$
5.	Air Release Valve	EA	1	\$	\$
6.	Blow Off Hydrant	EA	1	\$	\$
7.	Residential Meter	EA	3	\$	\$
8.	Service Line ¾"	LF	100	\$	\$
9.	Service Casing Crossing	LF	40	\$	\$
Total of All Unit Price Bid Items-Additive Alternate 1					\$

B. Bidder acknowledges that:

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

3.02 *Total Bid Price (Lump Sum and Unit Prices)*

TOTALS	
Division I- Grayson Turnpike and Barrett Mill Road	\$
Division I Additive Alt 1	\$
Total Division I Base Bid plus Additive Alt 1	\$

ARTICLE 4—BASIS OF BID—COST PLUS FEE DELETED

ARTICLE 5—PRICE PLUS TIME BID DELETED

ARTICLE 6—TIME OF COMPLETION

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

6.02 ~~Bidder agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

Deleted

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

Deleted

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

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

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**8.01 Bidder’s Representations**

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

EJCDC® C-410, Bid Form for Construction Contract.

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Modified to include RD edits from RUS Bulletin 1780-26 (5/24/2023).

8.02 Bidder's Certifications**A. The Bidder certifies the following:**

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

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

BID FORM FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Wythe County, Virginia, 340 South 6th Street, Wytheville, VA 24382**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; ~~and~~
 - ~~G. [List other documents and edit above as pertinent].~~
 - G. **If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);**
 - H. **If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);**
 - I. **If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.**
 - J. **[List other documents and edit above as pertinent].**

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

- 3.01 *Unit Price Bids*
 - A. Bidder will perform the following Work at the indicated unit prices:

Division II- Eastern Area

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1.	Mobilization (3%)	LS	1	\$	\$
2.	8" Water Main DIP-Homestead Lane (STA 815+40 – STA 821+40)	LF	600	\$	\$
3.	8" Water Main DIP-Gabion Wall Stretch (STA 424+50 - STA 426+50)	LF	200	\$	\$
4.	8" Water Main PVC-Whippoorwill (STA 400+10 - STA 424+50)	LF	2440	\$	\$
5.	8" Water Main DI	LF	700	\$	\$
6.	8" Water Main PVC	LF	4360	\$	\$
7.	6" Water Main DI	LF	1400	\$	\$
8.	6" Water Main PVC	LF	4100	\$	\$
9.	4" Water Main PVC	LF	4300	\$	\$
10.	Joint Restraint 8"	EA	100	\$	\$
11.	Joint Restraint 6"	EA	50	\$	\$
12.	Joint Restraint 4"	EA	50	\$	\$
13.	Pipe Fittings	LBS	11000	\$	\$
14.	Fire Hydrant (Complete)	EA	10	\$	\$
15.	18" Steel Casing Jack & Bore	LF	130	\$	\$
16.	18" Steel Casing Open Cut	LF	40	\$	\$
17.	12" Steel Casing Jack & Bore	LF	30	\$	\$
18.	Gravel Backfill within Shoulders	LF	4000	\$	\$
19.	8" Gate Valve	EA	13	\$	\$
20.	6" Gate Valve	EA	5	\$	\$
21.	4" Gate Valve	EA	4	\$	\$
22.	Air Release Valve	EA	9	\$	\$
23.	Air Release Valve (Cut Slope)	EA	3	\$	\$
24.	Blow Off Hydrant	EA	2	\$	\$
25.	Pressure Reducing Valve (PRV)	EA	1	\$	\$
26.	Residential Meter	EA	50	\$	\$
27.	Residential Meter (no PRV)	EA	10	\$	\$
28.	Service Casing Crossing	LF	400	\$	\$
29.	Service Casing Crossing (Guaranteed Install)	LF	200	\$	\$
30.	Service Line ¾"	LF	200	\$	\$
31.	Service Line 1"	LF	1000	\$	\$
32.	Asphalt Driveway Crossing	LF	500	\$	\$
33.	Concrete Driveway Crossing	LF	20	\$	\$
34.	Gravel Driveway Crossing	LF	200	\$	\$
35.	Concrete Cradle	LF	20	\$	\$
36.	Culvert Inlet Protection	EA	30	\$	\$
37.	Rip Rap (Class I)	TON	170	\$	\$
38.	Silt Fence	LF	700	\$	\$
39.	EC-2 Matting	LF	5000	\$	\$

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Modified to include RD edits from RUS Bulletin 1780-26 (5/24/2023).

40.	Check Dam	EA	50	\$	\$
41.	Concrete Slope Anchors	EA	20	\$	\$
42.	Shoulder Stone Topcourse	LF	6000	\$	\$
Total of All Unit Price Bid Items-Division II Base Bid					\$

Division II- Deductive Alternate 1

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1.	8" Water Main PVC-Gabion Wall Stretch (STA 424+50 - STA 426+50)	LF	200	\$	\$
2.	8" Water Main PVC-Whippoorwill (STA 400+10 - STA 424+50)	LF	2440	\$	\$
3.	Joint Restraint	EA	20	\$	\$
4.	Pipe Fittings	LBS	1100	\$	\$
5.	Fire Hydrant (Complete)	EA	2	\$	\$
6.	8" Gate Valve	EA	2	\$	\$
7.	Residential Meter	EA	2	\$	\$
8.	Service Casing Crossing	LF	40	\$	\$
9.	Service Line ¾"	LF	50	\$	\$
10.	Service Line 1"	LF	30	\$	\$
11.	Culvert Inlet Protection	EA	3	\$	\$
12.	Silt Fence	LF	60	\$	\$
13.	EC-2 Matting	LF	800	\$	\$
14.	Check Dam	EA	10	\$	\$
Total of All Unit Price Bid Items-Deductive Alternate 1 (positive \$)					\$

Division II- Deductive Alternate 2

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
Positive \$ (Removed from Alternate)					
1.	8" Water Main DIP-Homestead Lane (STA 815+40 – STA 821+40)	LF	600	\$	\$
2.	Pipe Fittings	LBS	500	\$	\$
3.	Pipe Fittings	LBS	500	\$	\$
4.	Fire Hydrant (Complete)	EA	1	\$	\$
5.	18" Steel Casing Jack & Bore	LF	30	\$	\$
6.	8" Gate Valve	EA	1	\$	\$
7.	EC-2 Matting	LF	600	\$	\$
8.	Concrete Slope Anchors	EA	20	\$	\$
9.	Blow Off Hydrant	EA	1	\$	\$
Negative \$ (Added to Alternate)					
10.	6" Water Main PVC	LF	560	\$	\$
11.	4" Water Main PVC	LF	60	\$	\$
12.	12" Steel Casing Jack & Bore	LF	30	\$	\$
13.	Gravel Backfill within Shoulders	LF	155	\$	\$
14.	Asphalt Driveway Crossing	LF	20	\$	\$
15.	Concrete Driveway Crossing	LF	20	\$	\$
16.	Gravel Driveway Crossing	LF	20	\$	\$
17.	Culvert Inlet Protection	EA	300	\$	\$
18.	Silt Fence	LF	6	\$	\$
Total of All Unit Price Bid Items-Deductive Alternate 2 (positive \$)				\$	

B. Bidder acknowledges that:

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

3.02 Total Bid Price (Lump Sum and Unit Prices)

TOTALS	
Division II - Eastern Area	\$
Division II Deductive Alt 1	\$
Total Division II minus Deductive Alt 1	\$
Division II Deductive Alt 2	\$
Total Division II minus Deductive Alt 1 and Deductive Alt 2	\$

~~ARTICLE 4—BASIS OF BID—COST PLUS FEE-DELETED~~

~~ARTICLE 5—PRICE PLUS TIME BID DELETED~~

~~ARTICLE 6—TIME OF COMPLETION~~

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

~~6.02 Bidder agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

Deleted

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

Deleted

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

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

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all Domestic Preference requirements.**
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and

performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

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

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

BID FORM FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Wythe County, Virginia, 340 South 6th Street, Wytheville, VA 24382**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; ~~and~~
 - ~~G. [List other documents and edit above as pertinent].~~
 - G. **If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);**
 - H. **If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);**
 - I. **If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.**
 - J. **[List other documents and edit above as pertinent].**

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

- 3.01 *Unit Price Bids*
 - A. Bidder will perform the following Work at the indicated unit prices:

Division III- Booster Station

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Booster Station	LS	1	\$	\$
2	SCADA	LS	1	\$	\$
				TOTAL	\$

B. Bidder acknowledges that:

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

3.02 *Total Bid Price (Lump Sum and Unit Prices)*

TOTALS	
Division III Booster Station	\$

~~ARTICLE 4—BASIS OF BID—COST PLUS FEE-DELETED~~

~~ARTICLE 5—PRICE PLUS TIME BID DELETED~~

ARTICLE 6—TIME OF COMPLETION

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

~~6.02 Bidder agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

Deleted

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

Deleted

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

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

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all Domestic Preference requirements.**
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and

performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

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

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____