ADDENDUM #1

to the PLANS and CONTRACT DOCUMENTS
for the LAKE FOREST WATERLINE EXTENSION

DATED: MAY 6, 2013

A. GENERAL

1. All information contained in this addendum shall now be considered an integral part of the contract documents
2. Any bid form (section 00400) that is submitted must acknowledge the receipt of this addendum by date and number. Failure to do so may subject the bidder to disqualification
3. This, and all future addendums, are available for download on the PSA’s website under

   http://www.bcpsa.com/developmentandcapitalprojects/SitePages/Projects%20for %20Bid.aspx

B. MINUTES TO THE PREBID CONFERENCE

1. Attached are the minutes to the mandatory prebid conference which was held on Thursday, May 2, at 3:00 pm in the Bedford County PSA Board Room. Answers to questions raised at the prebid conference are included in these minutes.
2. A list of the prebid conference attendees is attached.

C. CLARIFICATIONS

1. VDOT has reviewed the plans and has issued the following requirements for the project:
   a. Schedule:
      1) Work hours when school is in session (through June 7th and after August 14th) shall be 9am-3:30pm.
      2) After June 7th, the preferred work hours are 7am-5pm, Monday through Thursday. No work on Fridays or weekends during the summer months.
      3) Work during holidays shall be as follows:
         a) Memorial Day
            – No work after 12 pm Friday, May 24
            – Work can resume after 12pm on Tuesday, May 28
         b) Independence Day
            – No work after 12pm on Wednesday, July 3
            – Work can resume after 7am on Monday, July 8
   b. Spoil Material: If it is necessary to temporarily store spoil material, the contractor shall place rock dust on the hard surface to prevent mud and staining of the roadway.
   c. VDOT should be notified at least 48 hours prior to beginning construction.

D. EASEMENT STIPULATIONS

1. Work through the property of Craddock Creek Marina (257-A-8 on Sheet C3.6 of the Design Plans) shall adhere to the following easement stipulation received from the property owner:
a. Property is to be “restored to a condition that is as good or better than before the work began. Any decorative trees or shrubs that are damaged will be replaced with trees of the same species and equal size. Any damage to the wood fence will be repaired or replaced.”

**E. CHANGES TO CONTRACT DOCUMENTS**

1. **Section 00400 – Bid Form**: The bid form has been revised to reflect the additional bid items for open cut steel casing, residential PRV installations, and removing the ‘DIP’ reference for the 2-inch water main. **The revised Bid Form must be used by all responsive bidders.**

2. **Section 00500 – Agreement Between Owner and Contractor:**
   a. Replace Paragraph 3.1 with the following:
   
   3.1 The Work as shown on the Project Drawings will be substantially completed within **180** days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment within **210** calendar days after the date when the Contract Time commences to run.

3. **Section 00820 – Special Conditions**
   a. **Paragraph I.3 Service Connections**: Remove “…individual service pressure regulators,” from this paragraph.
   b. Add the following paragraph:
   
   I.17 **Residential PRVs**: Residential pressure reducing valves will be measured and paid for at the contract unit price per each installed complete in place. This price shall be full compensation for furnishing and installing the individual service pressure regulator, the meter box, fittings, piping, and all labor, restoration of property, materials, tools, equipment and incidentals necessary to complete the work.

End of Addendum No. 1
PREBID CONFERENCE
MINUTES

Project: Lake Forest Waterline Extension
Date: May 2, 2013  Time: 3:00pm
Project Number: BCPSA JN 2012-011  Location: BCPSA Board Room

1. Introduction
   a. Project Personnel
      Rhonda English, PE: Bedford County PSA, Engineering Manager
      Courtney Slusser: Bedford County PSA, Engineering Assistant
      Shannell Dade: Bedford County PSA, Inspector
   b. Introductions
      Each of the project personnel and contractor representatives in attendance was
      asked to introduce themselves.
   c. Attendance List
      An attendance list was posted at the door. This list will be distributed to each of the
      attendees.
   d. Agenda Distributed
      The agenda was distributed to each of the attendees
   e. Minutes
      Minutes will be distributed, based on the revised agenda, to all attendees.

2. Scope of Work
   This project will extend water line along Smith Mountain Lake Parkway from Sigh-N-Pine
   Road to the Lake Forest subdivision on Anthony Home Road, taking the current well
   system offline and onto public water.

   This includes the Installation of approximately 4300 feet of 8-inch waterline and 470 feet
   of 6-inch waterline along with hydrants, valves, and associated appurtenances. This
   contract also includes 2 main-line PRV installations, 1 site demolition of treatment
   facilities, approximately 5 road borings and several driveway free bores.

3. Scheduling
   a. Bid opening
      Sealed BIDS for the construction of the Lake Forest Waterline Extension will be
      received by the Bedford County Public Service Authority at the Bedford County Public
      Service Authority’s Office, 1723 Falling Creek Road, Bedford, Virginia 24523 until 3 p.m.,
      local prevailing time on Tuesday, May 14, 2013, and then at said office publicly opened
      and read aloud.
   b. Award of Contract
      Contracts will be awarded within 60 days of bids, but they are likely to be awarded
      following the PSA’s board meeting on June 18, 2013.
c. Construction Times:

   Contract times are being extended 30 days to allow additional time should a Bidder wish to perform the majority of construction after the Labor Day holiday. Therefore, Bidder agrees that the Work will be substantially completed within 180 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment within 210 calendar days after the date when the Contract Time commences to run.

   With the project having a total of 4,800 feet of water line, that equates to approximately 37 linear feet of water line a day based on a 5 day work week, or 46 linear feet per day based on a 4 day work week.

d. Liquidated Damages:

   As outlined in the Agreement Between Owner and CONTRACTOR, the liquidated damages will be as follows:
   
   - $500/day for each day over substantial completion deadline
   - $300/day for each day over final completion deadline

   Every effort will be made to not charge liquidated damages as long as the CONTRACTOR is working with due diligence to complete the project as soon as possible.

4. Bid Form

a. Please note that the bids are based on unit prices, and payment will be made based on actual quantities installed.

b. The Bid Form and Special Conditions will be revised to reflect the addition of the following:

   i. Open Cut Steel Casing for 8-inch waterline – this is for the installation across the gravel roads of Sylvan Drive and Lighthouse Lane.

   ii. Residential PRV Installations – these will be installed behind the meter setting for existing connections; since not all connections will require these installations, it is being pulled out of the Service Connection unit price.

5. Qualification Statement

   To demonstrate qualifications to perform the work, each bidder may be required to submit within 48 (forty eight) hours 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. A Qualification Statement is not required to be submitted at the time of the bid.

6. Insurance and Bonds

a. Bid Bond

   Each bid must be accompanied by a Bid Security made payable to Owner in the 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 issued by a surety meeting the requirements of Paragraph 5.01 and 5.02 of the General Conditions.
b. Standard Labor and Material Payment Bond

Must accompany the executed agreement. See Section 00611 of the bidding documents.

c. Performance Bond

Must accompany the executed agreement. See Section 00610 of the bidding documents.

d. Insurance Required

Section 00800 of the Bidding Documents outlines the insurance requirements for this project.

7. Property and Easements

Water line work will be in private easements, VDOT right-of-way, and subdivision maintained County right-of-ways. The VDOT permit will be obtained by the PSA for work in the right-of-way or affecting the right-of-way.

Due to the sensitive nature of easements, special precautions need to be made to stay within the permanent and temporary easements as shown on the plans. Some of the easements may be acquired through quick-take condemnation proceedings if necessary. Milton & Neal Properties is currently working with completing the easement acquisition for this project. For any temporary easements that cannot be obtained, the Authority will work with the Contractor to determine whether the temporary easement is indeed necessary for the project construction prior to making a decision on the use of eminent domain.

Any tree removals necessary in the VDOT right-of-way must be acknowledged in writing by the adjacent property owner, with documentation submitted to the Authority and VDOT prior to removal. Refer to General Notes 31-34 on Sheet C2.0 of the Plans.

8. Staking of Work

Any surveying or staking necessary for the project will be at the CONTRACTOR’s expense.

9. Inspection and Approval

Inspection will be provided by the Authority for this project. The Authority will also render record drawings for this project, but will require as-built markups from the CONTRACTOR prior to final payment.

10. VDOT/Right-of-Way Work

a. Traffic Control

All traffic control and directional signs shall be supplied by the CONTRACTOR in accordance with VDOT requirements. No cleated equipment shall be used on pavements. Road drainage shall not be clogged, and shoulders, ditches, roadside drainage facilities and pavement affected by the grading operations shall be maintained in a condition satisfactory to Bedford County VDOT. Traffic shall not be blocked or rerouted without permission of VDOT and the Authority. Access to properties shall be maintained at all times. CONTRACTOR shall bring a full copy and an abbreviated copy
of the Virginia Work Area Protection Manual to Preconstruction. An abbreviated copy is required to remain on site for reference at all times during construction.

Work hours between Memorial Day (May 27, 2013) and Labor Day (September 2, 2013) will be more limited due to seasonal traffic in the area. No work will be permitted on the weekends during this timeframe. VDOT is currently reviewing the project and may provide additional stipulations, such as limited working hours on Fridays.

b. Erosion and Sediment Control

CONTRACTOR shall have an E&S certified representative on site at all times. CONTRACTOR shall supply a copy of the DCR certification cards (or a copy of the letter received with the DCR cards containing contractor name and info, certified person’s name and certification number) along with a responsive bid.

c. Other VDOT Requirements

All valves, hydrants, and other appurtenances must be installed behind the VDOT ditchline. Every attempt has been made to show adjustments where necessary for this on the plans.

11. Materials

All materials required to construct this project are specified in the Technical Specifications and Authority’s Master Specifications. Please note that the Master Specifications have been revised as of August 28, 2012. Some revisions most affecting this project include the addition of tracer wire boxes, concrete collars on valve boxes, reflective tape on fire hydrants, and coatings for fire hydrants. The Authority will provide Omni markers (electronic markers) to be installed with the waterlines. The contractor shall coordinate installation locations with the Authority Inspector. The current version can be downloaded from the Authority’s website.

It is the CONTRACTOR’s responsibility to secure material storage areas as necessary.

12. Special Concerns

a. Safety

The CONTRACTOR shall maintain the work area in a condition such that the safety of the public is not endangered. This may include, but not be limited to, the installation of temporary barricades, lighting, and walkways. Additional safety measures may be necessary as deemed by the Inspector pending the site conditions or as required by VDOT.

b. Erosion and Sediment Control

Areas disturbed by construction operations shall be protected from erosion by the methods shown on the plans and described in the E&S Plan and Virginia Erosion and Sediment Control Handbook.

c. No Work Outside of Property

All work shall be confined to the property or easements obtained by the OWNER. If work outside these limits is required, the CONTRACTOR shall be responsible for obtaining any easements or permits.

d. Excavation

All excavation shall be considered unclassified.
e. Coordination
   The CONTRACTOR shall notify the Authority in advance of commencing work, and in the event of the necessity of disrupting utility or other services to a property, the CONTRACTOR shall notify the appropriate official in charge of such utility or other services and arrange for the disruption and restoration of such service in a manner which will result in a minimum of inconvenience to parties concerned.

f. Underground Utilities
   The CONTRACTOR shall contact the appropriate utility companies and have utilities field located prior to construction. Location of existing facilities shall be determined by the CONTRACTOR far enough in advance of construction to provide for modification in design if required. If damage to existing utilities occurs during construction, the CONTRACTOR shall report the damage immediately to the OWNER and the utility company. Repairs shall be at CONTRACTOR’s expense if damage is determined to be due to CONTRACTOR error, negligence or CONTRACTOR is otherwise at fault.
   Location and depth of utilities shown on the plans are approximate. There is existing power and telephone serving the blower building.

g. OSHA Requirements
   The CONTRACTOR shall 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, as well as posting of state and federal Labor Laws where required to do so by OSHA. The CONTRACTOR’s responsibility also extends to providing a “Competent Person” as defined by the OSHA regulation referenced above on the job site.

h. Restoration
   Due to public perception, as well as Erosion and Sediment Control requirements, it is preferred by the Authority that restoration is performed on a regular basis; daily restoration is requested, but weekly restoration may be acceptable. Restoration should be to as good or better condition as original.

i. Permits
   The Authority will acquire the VDOT permit for this project. Upon receipt of the CONTRACTOR’s DCR certification information, the Authority will acquire the Land Disturbing Permit for this project.

j. Compaction
   When outside of right-of-way, comparison testing will be performed. When in VDOT or County right-of-way, a minimum of 95% density will be required as stated in ‘Section 31 23 33 – Trenching and Backfilling’ of the Authority’s Master Specifications. Compaction testing is required at the first 500 feet, and at every 1000 feet thereafter. Pipe laid past 500 feet prior to the first testing may require removal. Compaction testing will be through a third party consultant at the Authority’s expense. The Authority will require the compaction testing results to be submitted for each section of water line installed before payment will be made for that portion of the work performed.

13. Questions/Comments

a. Please review the following clarifications for the PRV vault installations on Anthony Home Road (Sheet C3.0) and Belview Bay Condominiums (Sheet C3.4):
   i. The pressure relief valve will be installed interior to the vaults, as shown on details RV-4 and RV-5 in Appendix B. Please disregard the reference to Standard Detail RV-3.
ii. There will be no bypass piping required outside of the PRV vaults.

iii. A concrete gutter pan, or other acceptable solution, must be placed on top of the vaults to direct the flow from the relief valve away from the vault hatch.

b. **Question**: Are there problems with the existing water system? There are capacity limitations of the existing system that limit any additional connections, and can require water hauling during peak holiday times and/or if there is a water leak.

c. **Question**: Can Notice to Proceed be held until Labor Day? Legally we have to issue the Notice to Proceed within 60 days of Bid Opening. We can extend the contract time to allow for additional time during construction. The Notice to Proceed would likely be issued close to the 60-day period, which would add additional time past Labor Day for the construction timeframe.

d. **Question**: Sheet 3.7, Note 3 calls for demolition. Is the contractor responsible for hauling the items off of the site? Yes, the contractor is responsible for the off-site disposal of all items to be removed as part of the demolition.

e. **Question**: Sheet 3.7, Note 4 calls for deactivating and de-energizing the electrical service. What is the contractor to do for this? Coordinate with the Authority, and the Authority can contact the electrical company to have service turned off, so that the Contractor can make the electrical disconnections.

f. **Question**: If valves aren’t permitted to be between the edge of pavement and the ditchline in VDOT right-of-way, is the line designed to stay behind the ditch line? The majority of the line will be between the edge of pavement and the ditchline, however the engineer has attempted to place valves in areas where there is more room for the line to be behind the ditch, or where there are no ditches present. Field coordination may be required for placement of valves, air releases, and blowoffs. Anthony Home Road is not a VDOT maintained road and is therefore not subject to VDOT’s restrictions on placement.

g. **Question**: How can we identify which roads are VDOT roads? If there is a route number associated with it, it is a VDOT road. However, in regards to the project, all construction along Smith Mountain Lake Parkway will be subject to VDOT standards, even when crossing a non VDOT-maintained road.

h. **Question**: Will the existing well be required to be abandoned? No, the existing well is to remain intact. The Home Owner’s Association made arrangements with the neighboring lot owner to have the lot revert to him upon the site abandonment, and he has requested the well remain intact.

i. **Question**: Is the well building and everything around it to be removed, but the well still remains in place? Yes, just the well and pump will remain.

j. **Question**: Will surveyed stakeout be required? Since the alignment is all adjacent to roadway, survey will not be required.

k. **Question/Comment**: There is 2-inch ductile called for at a road crossing and in the PRV vaults, but they no longer make ductile pipe in that size. Harrington Corporation / Harco makes 2-inch ductile iron nipples that will suit the needs of the discharge piping in the PRV vaults. The pipe should be equal to Aquamine or Yelomine per paragraph 2.1.1.1.c of Section 33 03 00 of the Master Specifications.

l. **Question**: Can the contractor install the piping in the vault themselves, or does it need to be installed pre-assembled? The contractor can choose to install the vault and piping individually. We worked with ClearFlow to ensure that the vault specified is in actual dimensions that are offered, but we can work with a contractor to review vaults from another manufacturer.

m. **Question**: Who is the Authority’s contact at VDOT? Will Yaeger and Brian Casella.

n. **Question**: When will the Addendum with these minutes be posted? The web manager is currently out of the office, so the Addendum should be posted on Monday of next week, or as soon as an answer can be received from VDOT regarding schedule concerns.
o. **Question:** If VDOT doesn’t get an answer, should Contractors assume that lane closures will be permitted Monday through Thursday? If a timely response is not received from VDOT, assumptions will be provided to the contractor.

p. **Question:** What material is the existing pipes that are being replaced and can they be located? The existing line along Smith Mountain Lake Parkway that is being replaced is mostly Schedule 40 pipe, but may be a mixture of various pipe types. The 2” waterline along Anthony Home Road that is being replaced is SDR 21. This is noted on the waterline plans for the subdivision in Appendix A. The Authority will do its best to locate the existing waterlines, but will not hold the contractor responsible for lines that are mismarked.

q. **Question:** Are there any sewer force mains in the right-of-way? We are unaware of any sewer force mains in the area of the project, but private owners generally do not register their lines with Miss Utility and exact locations of private utilities that may be present are not known. Drainfield easements, where known, are noted on the plans.

r. **Question:** Will the Addendum be emailed to the attendees or posted on the website? The Addendum will be emailed to all attendees who have email addresses listed on the sign-in sheet, as well as posted onto the website.
## PREBID CONFERENCE ATTENDANCE LIST
### MAY 2, 2013

**Project:** Lake Forest Waterline Extension  
**Date:** May 2, 2013  
**Time:** 3:00 PM  
**Project Number:** 2012-011  
**Location:** BCPSA Board Room

<table>
<thead>
<tr>
<th>Name</th>
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<th>Email Address</th>
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<tbody>
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DOCUMENT 00400 - BID FORM

PROJECT IDENTIFICATION:
Lake Forest Water Main Extension
Bedford County Public Service Authority
Bedford County, VA

CONTRACT IDENTIFICATION AND NUMBER:
BCPSA Job Number 2012-011
Consulting Engineers Job Number 111-138.001

THIS BID IS SUBMITTED TO:
Bedford County Public Service Authority (herein called "OWNER")
1723 Falling Creek Road
Bedford, Virginia 24523
Attn: Ms. Rhonda B. English, P.E., Engineering Manager

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with
OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or
indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this
Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to
Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain
subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the
Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days
after the date of OWNER's Notice of Award.

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

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt
of all which is hereby acknowledged):

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<th>Number</th>
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(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site,
locality, and all local conditions and Laws and Regulations that in any manner may affect cost,
progress, performance, or furnishing of the Work.

(c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of
physical conditions which are identified in the Supplementary Conditions as provided in paragraph
4.02 of the General Conditions, accepts the determination set forth in paragraph SC-4.02 of the
Supplementary Conditions of the extent of the technical data contained in such reports and drawings
upon which BIDDER is entitled to rely.

(d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully
studying) all such examinations, investigations, explorations, tests and studies (in addition to or to
supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at
the site or otherwise may affect the cost, progress, performance or furnishing of the Work as
BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price,
within the Contract Time and in accordance with the other terms and conditions of the Contract
Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no
additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

(e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

(f) BIDDER has correlated the results of all such observations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(h) 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 corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

(i) Bidder has attended the mandatory PREBID CONFERENCE.

4. BIDDER will complete the Work for the following price(s):

   (Continued on next page)
## Base Bid Schedule

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<td>Single Water Service Connection (same side of road)</td>
<td>8</td>
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<td>3b</td>
<td>Single Water Service Connection (crossing road)</td>
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<td>3c</td>
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<td>Fire Hydrant Assembly</td>
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<td>1&quot; Air Release Valve</td>
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<td>Blow-off Valve</td>
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<td>7a</td>
<td>3&quot; Pressure Reducing Valve Assembly &amp; Vault</td>
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<td>2&quot; Pressure Reducing Valve Assembly &amp; Vault</td>
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<td>Bore Setup For Road Crossing</td>
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<td>8b</td>
<td>Bore Setup for Paved Entrance Crossing</td>
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<td>Steel Casing Pipe (Bore) for 8&quot; Water Main</td>
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<td>Steel Casing Pipe (Bore) for 2&quot; Water Main</td>
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<td>Water Main Bulkhead Anchor</td>
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<td>Erosion &amp; Sediment Control</td>
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<td>Site Demolition</td>
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<td>15</td>
<td>Well Disconnection</td>
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<td>16</td>
<td>Pipe Plug &amp; Abandonment (plug existing water main)</td>
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<td>Mobilization/Demobilization (Maximum Allowable 6%)</td>
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<td>18</td>
<td>Residential PRVs</td>
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</table>
Total Base Bid Price (use numbers): $______________________________

Total Base Bid Price (use words):

_____________________________________________________________

(In case of discrepancy, the amount shown in words shall govern.)

Quantities are not guaranteed and final payment will be made on the basis of actual quantities.

5. 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.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:

   (a) Required Bid Security as discussed in Instructions to Bidders.

   (b) Required BIDDER's Qualification Statement with supporting data.

7. Communications concerning this Bid shall be addressed to:

Ms. Rhonda B. English, P.E., Engineering Manager
Bedford County Public Service Authority
1723 Falling Creek Road
Bedford, Virginia 24523

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

(Continued on next page)
I certify that the firm signing this BID and registered under that name is legally qualified to perform all work included in the scope of the contract as determined by the Commonwealth of Virginia, Department of Commerce, State Board for Contractors in Granting the Registration.

Submitted on: _________________, 20__  Respectfully Submitted,

License No. ________________________

______________________________
Title

______________________________
Signature

Witness: ________________________

______________________________
Firm

Date: ________________________

______________________________
Business Address

NOTE: If BIDDER is a corporation, write state where incorporated under signature and affix seal; if a partnership, give full name of all parties.

(Continued on next page)
9. Certification of Nondiscrimination and Drug-free Workplace

By submitting their bids, all bidders certify to the Bedford County Public Service Authority that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginian’s with Disabilities Act, and the Americans with Disabilities Act. In every contract over $10,000, the provisions below apply:

9.1. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

9.2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

9.3. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Certified by: ____________________________ (Corporate Seal)

Date: ________________________________

SUBSCRIBED AND SWORN TO BEFORE ME THIS ______ DAY OF _______________________, 20__

NOTARY PUBLIC __________________________

MY COMMISSION EXPIRES ____________________________, 20__

END OF DOCUMENT