The City of Parkersburg

FINANCE OFFICE
PARKERSBURG, WEST VIRGINIA

Inquiry #2475
April 28, 2021 and May 5, 2021
Bids Due: 4:00 P.M., THURSDAY, MAY 13, 2021
Bid Opening: 10:00 A.M., FRIDAY, MAY 14, 2021

Sealed bids for #2021-14 STORMWATER LINING PROJECT will be received in the office of the Finance Director, First Floor, City Building, #1 Government Square, Parkersburg WV 26101, until 4:00 P.M., local time on THURSDAY, MAY 13, 2021. ALL SEALED BIDS WILL BE PUBLICLY OPENED AND READ ALOUD AT 10:00 A.M. FRIDAY, MAY 14, 2021 local time. Bids received after the time for opening of bids will be returned to the bidder unopened. The City will not be responsible for late mail or other deliveries. Vendors shall be registered in West Virginia.

ONLY ONE PROPOSAL MAY BE SUBMITTED BY EACH RESPONDENT UNLESS THERE ARE ALTERNATE BID SPECIFICATIONS INCLUDED IN THE PROPOSAL.

Envelopes must be plainly marked: Inquiry number, “Bids for Finance Director”.

Each bid shall contain the full name and address of every person, firm or corporation interested in the same, and if a corporation, the name and address of the President and Secretary. Each bidder shall require a Certified check, bank draft or acceptable surety bid bond in the amount equal to five percent (5%) of the bid.

The Finance Director reserves the right to reject all bids or parts of bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served.

E.E.O. Clause statements apply to this purchase order.

THE CITY OF PARKERSBURG DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY IN THE ADMISSION OR ACCESS TO, OR EMPLOYMENT IN, ITS PROGRAMS OR ACTIVITIES.

Unless this contract is exempted by Rules and Regulations of the Secretary of Labor, there is incorporated herein by reference paragraphs (1) through (7) of the contract clause set forth in Section 202 of Executive Order 11246: Section 402 of the Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973.

NOTE – IMPORTANT INSTRUCTIONS

Unless otherwise stated, prices quoted are assumed to be firm. Any deviations from our specifications must be clearly indicated. Reply on your form. Where Applicable, indicate list price, discount, extended net price for each item, terms, F.O.B. point, and shipping schedule.

DIRECTOR OF FINANCE
INFORMATION FOR BIDDERS

SPECIAL CONDITIONS

Special conditions included in the specifications shall take precedence over any provisions stipulated hereunder.

SUBMISSION OF PROPOSAL

Bids must be submitted on this proposal form and enclosed in a sealed envelope marked as specified in the legal notice. Blank spaces in the proposal may result in its rejection. It is important the entire bid documents be returned intact and that all pages be in proper sequence. If vendor does not wish to bid, the proposal should be so marked and returned. Bidders are invited to be present at the opening of the proposals. All vendors and contractors shall be registered in West Virginia.

ACCEPTANCE AND REJECTION

This proposal submitted by the bidder to the City of Parkersburg will be accepted or rejected within a period of sixty (60) days from the bid opening date. The City reserves the right to reject any or all bids, to waive technicalities, and to request a re-bid on the required material. If more than one item, prices shall be quoted on the units requested. However, each item shall be considered a separate bid and the City of Parkersburg reserves the right to award the contract on each item separately or on all items as a whole or any combination thereof. Bidders whose proposal is made on an “All or None” basis must clearly state such fact in the proposal.

SIGNATURE REQUIRED

The proposal page must be signed in ink. If the bidder is a firm or corporation, insert the corporate name followed by the signature of a person authorized to sign said bid; if a sole proprietorship the signature of the owner is required. Where the person signing for a corporation is other than the president, an affidavit or a resolution of the Board of Directors showing the authority of that person to bind the corporation must be furnished.

DEFAULT PROVISION

In the case of default by the bidder or contractor, the City of Parkersburg may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.
APPLICABLE LAWS

The Revised Code of the State of West Virginia, the Charter of the City of Parkersburg, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts and purchases are made a part thereof.

INFRINGEMENTS AND INDEMNIFICATIONS

The contractor shall indemnify and save from loss the City of Parkersburg, West Virginia, from all suits and expense, over and above those included in the contract prices, for royalties or infringement or patents that may be involved in the use of equipment, machinery, supplies or material, and the contractor shall undertake to defend, at his own expense, any and all suits brought against the City of Parkersburg, by reason of the things above specified.

LIABILITY, INSURANCE, LICENSES AND PERMITS

Where bidders are required to enter or go onto City of Parkersburg property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance when required. The bidder shall be liable for any damages or loss to the City of Parkersburg occasioned by negligence of the bidder (or his agent) or any person the bidder has designated in the completion of his contract as a result of his bid.

TAXES

For purchases of equipment and materials, Federal and/or State taxes are not to be included in prices quoted. The successful bidder will be furnished the City’s tax exemption certificate if needed.

For contractual services, the City’s tax exemption will not be extended to any contractor for the purchase of materials.

CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addendum issued in relation to this bid document will be on file in the office of the Purchasing Director no less than five (5) working days prior to the scheduled bid opening date. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. Total bid inquiry or specified item cancellations may be issued later than the time specified above.
PRICING

Bidders are to quote firm or fixed prices unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. In the event of a conflict between the price in numbers and the price in words, the price in words will control.

Quotations are requested F.O.B. destination. If quoted F.O.B. Shipping Point include freight estimate and full value insurance cost.

QUALITY

Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with specifications outlined in the Bid Document.

References to a particular trade, manufacturer’s catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City of Parkersburg. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

SAMPLES

Samples, when requested, must be furnished free of expense to the City of Parkersburg and if not destroyed, will be returned at the bidder’s expense.

CONTRACT AND BOND

The bidder to whom an award is made may be required to execute a written contract with the City of Parkersburg, West Virginia, within ten days after receiving such contract for execution, and as specified in the legal notice, furnish a good and approved bond conditioned upon the faithful performance of the same. The proposal, contract, proposal bond, (if applicable), and performance bond, (if applicable) shall be in the form hereto attached.

Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by the Purchasing Director on behalf of the City of Parkersburg, that no such award or
signing by the Purchasing Director shall be considered a binding contract without the proper certificate by the City of Parkersburg Finance Director that funds are available, or without the approval of the City Attorney as to the form and legality of the contract.

AWARD OF CONTRACT:

Contract shall be awarded to the lowest responsible bidder. In determining the lowest responsible bidder, in addition to price, the Purchasing Director shall consider:

A. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
B. The character, integrity, reputation, judgement, experience and efficiency of the bidder;
C. The quality of performance of other contracts or services;
D. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services;
E. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

OMISSIONS

Bidders shall not be permitted to use to their advantage any omissions or error in the specifications, requirements or contract documents, and the City of Parkersburg reserves the right to issue new instructions as addendum.
PLEASE READ CAREFULLY

NOTICE TO WEST VIRGINIA RESIDENT VENDORS AND VENDORS THAT PAY PARKERSBURG CITY B & O TAXES

You are entitled to a bid preference equal to 2% of your bid if you are a WV resident vendor.

In addition if you pay B & O taxes to the City of Parkersburg you may receive an additional bid preference equal to the amount of B & O tax you would have to pay as the result of being awarded the contract which is the object of this bid.

WARNING

In order to qualify for either or both preferences you must claim the preference(s) on your bid application. If you fail to do so you can not receive the applicable preference(s)

EXCEPTION: IF THIS PROJECT IS FUNDED WITH FEDERAL MONIES THE 2% BIDDER PREFERENCE IS NOT APPLICABLE FOR THIS BID.
WE (I), THE BELOW SIGNED HEREBY PROPOSE TO FURNISH THE FOLLOWING ARTICLES(S) AND/OR SERVICE(S) AT THE PRICES AND TERMS STATED SUBJECT TO ALL INSTRUCTIONS, CONDITIONS, SPECIFICATIONS, AND ALL ATTACHMENTS HERETO, (I) HAVE READ ALL ATTACHMENTS INCLUDING THE SPECIFICATIONS AND FULLY UNDERSTAND WHAT IS REQUIRED.

PRICES ARE TO BE QUOTED F.O.B.: PARKERSBURG, WEST VIRGINIA

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I CLAIM THE 2% BID PREFERENCE FOR WEST VIRGINIA RESIDENT VENDORS:

_________ YES ___________ NO

I IN ADDITION PAY B & O TAXES TO THE CITY OF PARKERSBURG AND THEREFORE ALSO CLAIM THIS BID PREFERENCE:

_________ YES ___________ NO

IF YES, PLEASE GIVE ID# __________________________________________

DELIVERY: _________________________ CALENDAR DAYS AFTER RECEIPT OF ORDER

TERMS: _________________________________________________________

COMPANY NAME OR BIDDERS NAME: __________________________________

BUSINESS ADDRESS OF BIDDER: ______________________________________

THE FULL NAME AND RESIDENCE OF ALL PERSONS AND PARTIES INTERESTED IN THE FOREGOING BID ARE:

(If a corporation, give the name and address of the president and secretary; if firm or partnership, the names and addresses of the members or partners.)

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AUTHORIZED SIGNATURE: __________________________________ TITLE: ______________________

SIGNATURE MUST BE IN WRITING TITLE MUST BE GIVEN
Pursuant to Article 135.02 (see below) of the Codified Ordinances of the City of Parkersburg, contracts with certain vendors may be prohibited.

The Ordinance specifies the following provisions:

**135.02 FINANCIAL INTEREST IN CONTRACTS PROHIBITED**

Any purchase order or contract within the purview of this article in which the City Director of Finance or any officer or employee of the City is financially interested, directly or indirectly, shall be void, except that before the execution of a purchase order or contract, Council has the authority to waive compliance with this section, when it finds such action is in the best interests of the City. (Ord. A-2250. Passed 5-25-71.)

Please consider the following illustrations as examples of contracts prohibited by the Ordinance:

**Direct Financial Interest:** A direct financial interest is present when an employee of the City of Parkersburg has an ownership stake in any particular company wishing to do business with the City. The percentage of ownership is irrelevant when determining such a direct interest. For example, an employee of the City has a direct financial interest in a company in which he or she owns 1% or 100%, and any percentage in between.

**Indirect Financial Interest:** An indirect financial interest is present when an employee of the City of Parkersburg is an employee of a company in which compensation is based on commission or other performance-based metric, or has a spouse or child with a direct financial interest in a company.

**NOTE:** A City employee may be an employee of a company wishing to do business with the City as long as compensation is hourly or salary with no other performance-based compensation.

In order to comply with the provisions of Article 135.02, the City Purchasing Division requires a signed Conflict of Interest Disclosure Form (enclosed) prior to beginning or resuming regular business transactions. The form is required to be completed prior to beginning a new business relationship, and must be reaffirmed on a rotating two-year basis.

If you have any questions regarding Article 135.02 or the Conflict of Interest Disclosure Form, please contact the Purchasing Division of the Finance Department at 304-424-8434 or 304-424-8566.
CONFLICT OF INTEREST DISCLOSURE FORM

A conflict of interest is present when any officer or employee of the City of Parkersburg has a direct or indirect financial interest in a company in which the City has, or wishes to, execute a contract as set forth in Article 135.02 of the Codified Ordinances of the City of Parkersburg.

This conflict of interest disclosure form should indicate whether externally contracted entities are aware of any conflicts of interest which would reasonably appear to violate or otherwise bring into question adherence to the requirements of City Code.

This form is to be completed below and signed by an officer or owner of the entity:

Name of entity (include any DBA): 

Address: 

Phone: 

Email: 

EIN: 

Officer/owner completing form: 

To the best of my knowledge, no officer/owner or spouse or child thereof, or employee of the entity named above, or any other affiliated entity conducting business with the City, is also an employee of the City of Parkersburg; therefore, no direct or indirect financial interest is present.

Either an officer/owner or spouse or child thereof, or employee of the entity named above, or any other affiliated entity conducting business with the City, is an employee of the City of Parkersburg; therefore, a potential direct or indirect financial interest may be present or otherwise qualified as described below to mitigate any conflicts disclosed herein:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Signed: 

Title: 

Date: 
AFFIDAVIT

(TO BE FILLED IN AND EXECUTED IF THE CONTRACTOR IS A CORPORATION)

COUNTY OF ____________________________

STATE OF ____________________________

____________________________________, BEING DULY SWORN

DISPOSES AND SAYS THAT HE IS SECRETARY OF ____________________________

A CORPORATION ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS
OF THE STATE OF ____________________________ AND HAVING ITS PRINCIPAL
OFFICE AT ____________________________

(NUMBER AND STREET) (CITY) (ZIP CODE)

____________________________________ (COUNTY) ____________________________ (STATE)

AFFIANT FURTHER SAYS THAT HE IS FAMILIAR WITH THE RECORDS, MINUTE BOOKS
AND BY LAWS OF ____________________________

(NAME OF CORPORATION)

AFFIANT FURTHER SAYS THAT ____________________________ (NAME OF PERSON SIGNING PROPOSAL/CONTRACT

IS ____________________________ OF THE CORPORATION IS

DULY AUTHORIZED TO SIGN THE CONTRACT FOR ____________________________

FOR SAID CORPORATION

BY VIRTUE OF ____________________________

(STATE WHETHER A PROVISION OF BY-LAWS OR A RESOLUTION
OF THE BOARD OF DIRECTORS, IF BY RESOLUTION, GIVE DATE
OF ADOPTION)

____________________________________

(SIGNATURE OF AFFIANT)

SWORN TO BEFORE ME THIS ____________________________ DAY OF ___________ 19

____________________________________

NOTARY PUBLIC IN AND FOR

____________________________________

(COUNTY) ____________________________ (STATE)

AFFIANT MUST BE SOMEONE OTHER THAN THE SIGNER OF PROPOSAL/CONTRACT
Request for Taxpayer Identification Number and Certification

Give Form to the requester, Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/solo proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=Corporation, S=LLC, P=Partnership).
- Other (see instructions) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 5):
- Exempt payee code (if any) ▶
- Exemption from FATCA reporting code (if any) ▶

(Appplies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.). See instructions. Requester's name and address (optional)

6. City, state, and ZIP code

7. List account number(s) here (optional)

Part I: Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN later.

Notes: The account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

Employer identification number

Part II: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failing to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person ▶
Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN) or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-INT (interest earned or paid)

Complete instructions are available at www.irs.gov/FormW9.
By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-8 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
• An individual who is a U.S. citizen or U.S. resident alien;
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
• An estate (other than a foreign estate); or
• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners’ share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.
• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:
1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support this exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:
1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the instructions for Part II for details).
3. The IRS tells the requester that you furnished an incorrect TIN.
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?
The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information
You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties
Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.
Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Line 1**
You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, or corporation, or S corporation. Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**
If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**
Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

<table>
<thead>
<tr>
<th>IF the entity/person on line 1 is (a) . . .</th>
<th>THEN check the box for . . .</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation</td>
<td>Corporation</td>
</tr>
<tr>
<td>Individual</td>
<td>Individual/sole proprietor or single-member LLC</td>
</tr>
<tr>
<td>Sole proprietorship, or</td>
<td></td>
</tr>
<tr>
<td>Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</td>
<td></td>
</tr>
<tr>
<td>LLC treated as a partnership for U.S. federal tax purposes,</td>
<td>Limited liability company and enter the appropriate tax classification.</td>
</tr>
<tr>
<td>LLC that has filed Form 8832 or 2553 to be taxed as a corporation,</td>
<td>(P= Partnership; C= C corporation; or S= S corporation)</td>
</tr>
<tr>
<td>or</td>
<td></td>
</tr>
<tr>
<td>LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.</td>
<td></td>
</tr>
<tr>
<td>Partnership</td>
<td>Partnership</td>
</tr>
<tr>
<td>Trust/estate</td>
<td>Trust/estate</td>
</tr>
</tbody>
</table>

**Line 4, Exemptions**
If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**
- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2. The United States or any of its agencies or instrumentalities
3. A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
5. A corporation
6. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
7. A futures commission merchant registered with the Commodity Futures Trading Commission
8. A real estate investment trust
9. An entity registered at all times during the tax year under the Investment Company Act of 1940
10. A common trust fund operated by a bank under section 584(a)
11. A financial institution
12. A middleman known in the investment community as a nominee or custodian
13. A trust exempt from tax under section 664 or described in section 4947
The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .

<table>
<thead>
<tr>
<th>THEN the payment is exempt for . . .</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
</tr>
<tr>
<td>Broker transactions</td>
</tr>
<tr>
<td>Barter exchange transactions and patronage dividends</td>
</tr>
<tr>
<td>Payments over $600 required to be reported and direct sales over $5,0001</td>
</tr>
<tr>
<td>Payments made in settlement of payment card or third party network transactions</td>
</tr>
</tbody>
</table>

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.
2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys’ fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to those requirements. A requester may indicate that a code is not required by providing you with a Form W-8 with “Not Applicable” (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B—The United States or any of its agencies or instrumentalities
C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G—A real estate investment trust
H—A regulated investment company as defined in section 581 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I—A common trust fund as defined in section 584(a)
J—A bank as defined in section 581
K—A broker
L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5
Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payer changes your address in their records.

Line 6
Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s SSN (or EIN, if the owner has one). Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

Note: See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213.

Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification
To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.
1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out Item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out Item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

**For this type of account:**

1. Individual
   - The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI
   - The actual owner of the account or, if combined funds, the first individual on the account
3. Two or more U.S. persons (joint account maintained by an FFI)
   - Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)
   - The minor
5. a. The usual revocable savings trust (grantor is also trustee)
   - The grantor-trustee
b. So-called trust account that is not a legal or valid trust under state law
   - The actual owner
6. Sole proprietorship or disregarded entity owned by an individual
   - The owner
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(ii))
   - The grantor

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account) other than an account maintained by an FFI</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account</td>
</tr>
<tr>
<td>3. Two or more U.S. persons (joint account maintained by an FFI)</td>
<td>Each holder of the account</td>
</tr>
<tr>
<td>4. Custodial account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor</td>
</tr>
<tr>
<td>5. a. The usual revocable savings trust (grantor is also trustee)</td>
<td>The grantor-trustee</td>
</tr>
<tr>
<td>b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner</td>
</tr>
<tr>
<td>6. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(ii))</td>
<td>The grantor</td>
</tr>
</tbody>
</table>

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:
- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.
City of Parkersburg
Stormwater Lining Project

2021-14

Parkersburg, West Virginia

Tom Joyce, Mayor

Everett Shears, Director
Public Works

Adam Stout, P.E.
City Engineer

City of Parkersburg Engineering Division
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INSTRUCTION TO BIDDERS

A. All proposals must be made upon the forms contained herein and the prices must be written therein, both in words and figures. The figure shall include the cost for all services, labor, materials, and equipment necessary to complete the item. The proposal must be type written or filled in with ink.

B. All proposals not in conformity with this notice may be considered informal and may be rejected. No bid will be allowed to be withdrawn for any reason whatsoever after it has been deposited with the City of Parkersburg, West Virginia. All proposals must be enclosed in a sealed envelope addressed as described in the advertisement. Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

C. Each bidder is required to state in his proposal, his name, place of residence, and the names of all persons financially interested with said bidder. In addition, each bidder is required to provide his W.V. Contractor License No. and a copy of said license, as issued under provisions of West Virginia Code, Chapter 21, Article 11. In case of a corporation, the names of other than the president and secretary need not be given. Reference shall be furnished to establish the skill and business standing of the bidder.

D. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Contract Provisions, Contract, Instructions to Bidder, or other Contract documents, he may submit to the City of Parkersburg, West Virginia, a written request for interpretation. The bidder will be responsible for its delivery at least three days prior to the scheduled bid opening. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy will be sent to all persons who receive copies of contract documents. The awarding authority will not be responsible for any other explanations for interpretations of the proposed documents.

E. Sureties must be approved by the City of Parkersburg. The City may determine the forms of acceptable surety in a particular case.

F. Proposals shall be subject to the condition that provided the Director of Finance of the City of Parkersburg, West Virginia, is unable to execute the certificate of availability of funds, then the right is reserved to the City to hold bids for a period of not longer than sixty (60) days after date of opening and/or to award contracts at any time during this period.

G. Consideration will be given to various factors to determine the responsible bidder whose bid, conforming to the invitation for bids, is lowest, including but not limited to the following factors:
(1) whether bidder maintains a permanent place of business,
(2) suitability of bidders plant and equipment for work,
(3) bidder's financial status,
(4) technical experience,
(5) past performance,
(6) Contractor integrity, and
(7) compliance with public policy
(8) an in-state vendor will be granted a 2% preference if the vendor has made written claim for such preference at the time the bid is submitted.

H. The following listed forms which must be used in the submission of bids are attached.
(1) Bid Proposal.
(2) Schedule of Prices.
(3) Proposal Guaranty (Bid Bond).
(4) Bidder Qualification Data.
(5) Non-collusion Affidavit
(6) Corporate Officer Identification Affidavit.
(7) Signed copy of West Virginia Contractor License.

I. Within ten (10) days after the successful bidder receives the *Notice of Award*, he shall perform the following transactions:
(1) Sign the contract in **quadruplicate**.
(2) Furnish the Performance Bond with Sureties.
(3) Furnish the Payment Bond with Sureties.
(4) Furnish documentary evidence of compliance with all insurance requirements.
(5) Furnish Subcontracting Request form when subletting any portion of contract work. **Contractor may not sublet more than fifty percent of total contract amount.**
(5A) Furnish documentary evidence of subcontractors' compliance with all insurance requirements.
(6) If the successful bidder is a corporation, evidence of authority of the officer signing the contract to bind the corporation must be given by proper corporate resolution.
(7) If the successful bidder is an out of state corporation, a certificate from the Secretary of State shall be furnished showing that the corporation is authorized to do business in the State of West Virginia.
SECTION I- BIDDING DOCUMENTS
(TO BE SUBMITTED AT BID OPENING)
LOCATION PLANS
LINING DATA
LENGTH: ±382'
DIAMETER: 10"
MATERIAL: VCP
EXISTING VIDEO: YES

CITY OF PARKERSBURG, WV
Department of Public Works
Engineering Division

2021-14 STORMWATER
LINING PROJECT
LINING DATA
LENGTH: ±457’
DIAMETER: 18” & 24”
MATERIAL: VCP
EXISTING VIDEO: YES

CITY OF PARKERSBURG, WV
Department of Public Works
Engineering Division
2021-14 STORMWATER LINING PROJECT
LINING DATA
LENGTH: ±165'
DIAMETER: 24"
MATERIAL: VCP & RPC
EXISTING VIDEO: NO

2021-14 STORMWATER LINING PROJECT
LINING DATA
LENGTH: ±270'
DIAMETER: 24"
MATERIAL: VCP
EXISTING VIDEO: YES

CITY OF PARKERSBURG, WV
Department of Public Works
Engineering Division

2021-14 STORMWATER LINING PROJECT
LINING DATA
LENGTH: ±455'
DIAMETER: 36"
MATERIAL: CMP
EXISTING VIDEO: NO

2021-14 STORMWATER LINING PROJECT

CITY OF PARKERSBURG, WV
Department of Public Works
Engineering Division
GENERAL NOTES AND SPECIFICATIONS

1. Scope of Work

The general scope of work for this project is as follows:

a. Provide all necessary equipment, materials, and labor to completely rehabilitate existing gravity feed storm lines as indicated on plans/item list with suitable cured-in-place pipe (CIPP) lining product. The cured pipe material shall satisfy all requirements set forth in section 2.27 of this document.

b. It is the bidder’s responsibility to verify all parameters of each location of storm systems to be lined prior to bidding and prior to starting lining process.

All questions must be made in writing and emailed to Adam Stout, PE at adam.stout@parkersburgwv.gov

2. Utilities

a. Contractor shall contact Miss Utility at least 48 hours before any construction begins.

b. The contractor shall take all necessary precautions not to damage existing utilities in the project area. If utility lines are damaged and/or service is interrupted, the contractor will be responsible for the immediate repair of the affected areas.

c. Contractor shall coordinate with the project engineer to have any utility components (valves, hydrants, etc.) adjusted at the appropriate time. The contractor is responsible for the location of all utility components.

3. Property Access

a. Contractor shall maintain vehicular access to affected properties during the construction of this project.

b. Contractor shall inform affected property owners that access to their property will be closed at least one working day before restricting driveways either verbally or in writing if verbal notification was not possible. Contractor shall also make an attempt to verbally notify property owners immediately before closing access to their properties.

c. Any construction that restricts access to affected properties shall be continuous until access is restored.

4. Erosion and Sediment Control

a. Contractor will be responsible for providing erosion, sediment, and pollution control in accordance with the laws and regulations of the State of West Virginia. No separate payment will be made for this work.

5. Verification of Quantities

a. The quantities appearing in the proposal form are approximate only and are prepared for the comparison of bids. The submission of a bid is considered prima facie evidence that the bidder made examination of project documents and has judged for and satisfied themselves as to the character, quality, and quantity of work to be performed and material required to be furnished under the contract. If upon completion of the project the actual quantities show increase or decrease, the unit bid price shall prevail.

b. The contractor is responsible for verification of all plan quantities prior to ordering materials and/or performing work on the various bid items.

6. Drainage

a. The contractor shall always maintain adequate storm drainage in work areas during construction. No additional payment will be made for this work.

7. Working Hours

a. The contractor shall work on the project site between the hours of 7:00 AM and 7:00 PM.

8. Seed and Mulch

a. Contractor shall seed and mulch all disturbed earth as per WVDOH specifications.
9. Traffic Control
   a. The contractor shall provide adequate vehicular and pedestrian traffic control in all work areas at all times. Traffic control devices and methods shall be in accordance with the current edition of WVDOH manual titled Temporary Traffic Control for Streets and Highway Constructions and Maintenance Operations.
   b. One lane must always remain open to traffic.
<table>
<thead>
<tr>
<th>ITEM No.</th>
<th>ITEM</th>
<th>UNIT</th>
<th>APPROX. QUANTITIES</th>
<th>UNIT PRICE IN WORDS</th>
<th>UNIT PRICE BID IN NUMERALS</th>
<th>TOTAL AMOUNT</th>
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<td>CENTS</td>
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<td>As shown on plans</td>
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<td>4</td>
<td>Maple Street</td>
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<td>5</td>
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<td>6</td>
<td>Pike Street</td>
<td>LS</td>
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<td>Total</td>
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</tbody>
</table>
BID PROPOSAL

BIDDER'S NAME ________________________________________________
W.V. CONTRACT LICENSE NO. ____________________________________
ADDRESS ________________________________ DATE ____________
PHONE NO. ___________________

Proposal of ____________________________________________________
(hereinafter called "Bidder") a corporation, organized and existing under the laws of
the State of a partnership, or an individual doing business as
____________________________________________. To the City of Parkersburg, West Virginia
(hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the #2021-14
STORMWATER LINING PROJECT having examined the plans and specifications
with related documents and the site of the proposed work, and being familiar with all
of the conditions surrounding the construction of the proposed project including the
availability of materials and labor, hereby proposes to furnish all labor, materials,
equipment, and supplies, and to complete the project in accordance with the contract
documents, within the time set forth therein, and at the prices stated below. These
prices are to cover all expenses incurred in performing the work required under the
contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to
be specified in written "Notice to Proceed" from the Owner and to fully complete the
project within Sixty (60) calendar days as stipulated in the Special Conditions. Bidder
further agrees to pay as liquidated damages as provided for in Section 3 of the Special
Conditions.

Bidder acknowledges receipt of the following addendum:
PROPOSAL GUARANTY (BID BOND)

KNOW ALL MEN BY THESE PRESENTS: THAT ______________________
____________________________________________, as principal, and_____________
_______________________________________________________________ as sureties, are held and
firmly bound to the City of Parkersburg, West Virginia, in the sum of ________________
_________________________________________ 5% of the total bid as ______________
_________________________________________________________________ shown in the proposal
Dollars, for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our
heirs, executors, and administrators firmly by theses presents.

THE CONDITION OF THIS OBLIGATION is such that, WHEREAS the said
________________________________________________ has made the proposal indicated, written
and stated on the proceeding pages hereof, for #2021-14 STORMWATER LINING PROJECT.

NOW, if the said proposal shall be accepted, and if the undersigned signed shall on being notified
thereof, enter into a contract with the said City of Parkersburg, West Virginia, to perform the work in
said proposal provided for, and in the manner for the prices therein named, and shall give bond for the
faithful performance thereof to the satisfaction of the City of Parkersburg, West Virginia, with an
approved surety company, in the total amount of the bid as shown in the proposal, and in accordance
with the terms and provisions of said contract, then this undertaking shall be void; otherwise to remain in
full force and effect.

PROPOSAL GUARANTY (CONTINUED)

PRINCIPAL ______________________________
ADDRESS  _______________________________

SURETY _________________________________
ADDRESS  _______________________________

Countersigned:

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most
current list (Circular 570 as amended) and be authorized to transact business in the state where the project is
located.
BIDDER QUALIFICATION DATA

The bidder is required to state in detail below, that work of a character similar to that included in the proposed Contract he has done and to give reference and such other information as will enable the Owner to judge of his responsibility, experience, skill, business, and financial standing.
NON-COLLUSION AFFIDAVIT

STATE OF WEST VIRGINIA
COUNTY OF WOOD

Bid Identification   #2021-14 STORMWATER LINING PROJECT

Contractor _______________________________________________ Being first duly sworn, deposes and says that he is __________________________________________ (Title) of _____________________________________________________ , the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection herewith, to any corporation, partnership, company, association, organization, bid, depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

By _______________________________________

(Title)

Subscribed and sworn to bid for this ________
day of ________________________, 2021.

SEAL

________________________________

Notary Public

My commission expires ____________________________
CORPORATE OFFICER IDENTIFICATION AFFIDAVIT

(To be filled in and executed if the Contractor is a Corporation)

STATE OF WEST VIRGINIA       SS:
COUNTY OF WOOD

_____________________________________, being duly sworn, deposes and says that he is
_________________________________________ (Title), of ______________________________
_________________________________________, a corporation, organized and existing under and by virtue of the laws of
the State of West Virginia and having its principal office at
____________________________________________,

(Street Address)

___________________________, __________________________, ____________________
(City)          (County)              (State & Zip)

Affiant further says that he is familiar with the records, minutes and by-laws of
_______________________________________________ and is duly authorized to sign the
(Name of Corporation)
contract for the #2021-14 STORMWATER LINING PROJECT for said Corporation by virtue of:

____________________________________________________________________________
(State whether a provision of by-laws or a resolution of the board of directors. If by resolution, give date
of adoption.)

Subscribed and sworn to me this __________________ day of
__________________________, 2021.

______________________________________
(Notary Public)

My commission expires: ________________________________
CONTRACT DOCUMENTS
TO BE SUBMITTED IN QUADRUPLE AS PART OF THIS COMPLETE DOCUMENT
UPON NOTICE OF AWARD
PERFORMANCE (CONTRACT) BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

__________________________________________
(Name of contractor)

__________________________________________
(Address of contractor)
a ________________________________, hereinafter called Principal, and
    (Corporation, Partnership, or Individual)

__________________________________________
(Name of Surety)

__________________________________________
(Address of Surety)
hereinafter called Surety, are held and firmly bound unto the

City of Parkersburg
(Name of Owner)
P.O. Box 1627 Parkersburg, WV 26101
(Address of Owner)

hereinafter called Owner, in the total aggregate penal sum of

__________________________________________ ($________________________)
in lawful money of the United States, for the payment of which sum well and truly made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a
certain contract with the OWNER, dated the _______ day of ______________, 2021, a copy of which
is hereto attached and a part thereof for the construction of the #2021-14 STORMWATER LINING
PROJECT.
NOW, THEREFORE, if the principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or work to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in the BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.
IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each one of which shall be deemed an original, this the ______________ day of _____________, 2021.

ATTEST:

___________________________________
(Principal)

___________________________________
(Principal Secretary)
(SEAL)

By _________________________________
_________________________________ (Address)                               (Witness as to Principal)
_________________________________
(Address)
_________________________________
(Surety)

ATTEST:

___________________________________ BY _________________________________

_________________________________
(Apporney-in-Fact)                   (Witness to Surety)

_________________________________
(Address)
_________________________________

If CONTRACTOR is partnership, all partners should execute BOND. IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.
STATE OF ____________________________, COUNTY OF ____________________________
I, ________________________________, a Notary Public in and for the County and State aforesaid, do certify that ________________________________, who signed the writing above, bearing the date the _____________ day of ____________________, 2021, for ________________________________ has this day acknowledged the said writing (Corporation-Principal)

to be the act and deed of said corporation.

Given under my hand this_______ day of ____________________, 2021.
My Commission expires: _______________________________________________
(Notary Public)

STATE OF ____________________________, COUNTY OF ____________________________
I, ________________________________, a Notary Public in and for the County and State aforesaid, do certify that ________________________________, who signed the writing above, bearing date the ____ day of ________, 2021, as Attorney-in-Fact for ________________________________ has this day acknowledged the same before me in my said County. Given under my hand this ______ day of ____________________, 2021.
My Commission expires: _______________________________________________
(Surety)

STATE OF ____________________________, COUNTY OF ____________________________
I, ________________________________, a Notary Public in and for the County and State aforesaid, do certify that ________________________________, who signed the writing above, bearing date the ____ day of ________, 2021, as Attorney-in-Fact for ________________________________ has this day acknowledged the same before me in my said County. Given under my hand this ______ day of ____________________, 2021.
My Commission expires: _______________________________________________
(Notary Public)
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Contractor)

(Address of Contractor)

a _________________________________________, hereinafter called PRINCIPAL and

(Corporation, Partnership, or Individual)

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Parkersburg

(Name of Owner)

P.O. Box 1627 Parkersburg, WV  26104

(Address of Owner)

hereinafter called Owner, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of

_________________________________________________________ ($_______________)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the ___________ day of __________________, 2021, a copy of which is hereto attached and made a part hereof for the construction of the #2021-14

STORMWATER LINING PROJECT.
NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL (or with the GOVERNMENT in the event the GOVERNMENT is performing the obligations of the OWNER) shall have given written notice to any two of the following: The PRINCIPAL, OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said contract, is being understood, however, that any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND, the contract or the loan documents shall include any alteration, addition, extension, or modification of any character whatsoever.
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in 4 counterparts, each of which shall be deemed an original, this the ________ day of _______________, 2021.

ATTEST:

_________________________________________

(Principal)

_________________________________________

(Principal Secretary)

(SEAL)

By ________________________________ (s)

_________________________________________

_________________________________________

_________________________________________

(Witness as to Principal)

_________________________________________

_________________________________________

_________________________________________

(Address)

_________________________________________

_________________________________________

(Surety)

ATTEST:

_________________________________________ BY

(Witness to Surety)

_________________________________________

_________________________________________

(Attorney-in-Fact)

_________________________________________

_________________________________________

(Address)
If CONTRACTOR is partnership, all partners should execute BOND. **IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

STATE OF _______________________________,
COUNTY OF _______________________________
I, _______________________________, a Notary Public in and for the County and State aforesaid, do certify that _______________________, who signed the writing above, bearing date the _______________ day of ____________________, 2021, for __________________________________ has this day acknowledged the said writing to be the act and deed of said corporation. Given under my hand this _____ day of ______________________, 2021.
My Commission expires: _________________________________________
(Notary Public)

STATE OF _______________________________, COUNTY OF _______________________________
I, _______________________________, a Notary Public in and for the County and State aforesaid, do certify that _______________________, who signed the writing above, bearing date the ______ _______________ day of ______________________, 2021, as Attorney-in-Fact for ____________________________, had this day acknowledged the same before me in my said County. Given under my hand this _____ day of ______________________, 2021.
My Commission expires: _________________________________________
(Notary Public)
CONTRACT

THIS AGREEMENT made this __________ day of ____________, 2021, by and between the CITY OF PARKERSBURG, herein called "Owner" acting herein through the Mayor, and ________.

STRIKE OUT (a corporation) (a partnership)

Inapplicable (an individual doing business as) _______________________________________

__________________________ of _____________, County of ______________ the State of _____________________, hereinafter called "Contractor".

Witnesseth: That for and in consideration of the payments and hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

#2021-14 STORMWATER LINING PROJECT for the sum of ________________________________________________________________ ($____________________)

and all extra work in connection therewith, under the terms as stated in the Special Conditions of the Contract; and at his (its or their) own proper cost or expenses to furnish all the materials, supplies, machinery, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Schedule of Quantities, Special Conditions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" by the OWNER and to fully complete the project within Sixty (60) calendar days thereafter. The CONTRACTOR further agrees to pay liquidated damages as provided for in Section 3 of the Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided for in the Special Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 17, "Payments to Contractor", of the Special Conditions.

IN WITNESS WHEREOF, the parties to the presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.
ATTEST:

By:_________________________________

(Mayor)

_______________________________________

(City Clerk)

_______________________________________

(Witness)

(Seal)

_______________________________________

By ___________________________________

(Secretary) (Company Officer),(Title)

_______________________________________

(Witness) (Contractor)

_______________________________________

(Address)

NOTE: If the Contractor is a corporation, Secretary of the OWNER should attest.
CERTIFICATE OF FUNDS

#2021-14 STORMWATER LINING PROJECT

Upon execution of the contract, the city will issue a purchase order for the awarded contract amount. This certifies that the amount required to pay this contract or order has been appropriated for the purpose of this contract or order and is the treasury or in the process of collection and free from any previous encumbrance.

PO # ________________________________
SECTION II-SPECIAL CONDITIONS

2.1. GENERAL SCOPE OF WORK

The general scope of work shall include the furnishing of all labor, machinery, tools, appurtenances, equipment, transportation, utility services, other special structures, and all other means necessary to construct and complete the #2021-14 STORMWATER LINING PROJECT. All work shall be completed in full compliance with the Drawings, the Proposal, the Contract, and these Specifications.

2.2. TIME OF COMPLETION

The work which the Contractor is required to perform under this Contract shall commence at the time stipulated by the City in the notice to proceed to the Contractor and shall be completed within (60) Sixty calendar days thereafter.

2.3. LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed". The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion for the same, taking in consideration the average climatic range and usual industrial conditions prevailing in this locality. It is further agreed that any work which is to be performed during weekends, holidays, or after 6:00 p.m. Monday through Friday must have written approval of the City Engineer. If the said Contractor shall neglect, fail or refuse to complete this work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and the amount shall be retained from time to time by the Owner from current estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the OWNER
determines that the CONTRACTOR is without fault and the CONTRACTOR'S reasons for the time extension are acceptable to the OWNER; Provided, further, that the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in the completion of work is due:

   (a) To any preference, priority, or allocation order duly issued by the Government;
   
   (b) The unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
   
   (c) To any delays of the Subcontractors or suppliers occasioned by any of the causes specified in sub-sections (a) and (b) of this article:

   Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter. The Contractor and his Sureties shall be liable for and shall pay to the City the liquidated damages based upon the following table:

**TABLE 108.7.1**

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<tr>
<th>ORIGINAL CONTRACT AMOUNT</th>
<th>DAILY CHARGE PER CALENDAR DAY</th>
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<td>TO</td>
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<td>$10,000,000</td>
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<tr>
<td>$10,000,000</td>
<td>----------------------------</td>
</tr>
</tbody>
</table>
2.4. LEGAL REGULATIONS AND RESPONSIBILITIES

A. The Contractor warrants that he is familiar with, and hereby agrees at all times to observe and comply with all Federal and State laws, and all Municipal Ordinances and Regulations which in any way or manner affect the conduct of the work. He shall indemnify and save harmless the City, its officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance or regulation, either by the Contractor, his agents, or employees, or arising from or based on the negligence of the Contractor, his agents, servants, or employees.

B. The City reserves the right to annul this Contract at any time upon receiving evidence of the Contractor's failure to comply with any such laws, ordinances, or regulations.

C. If any provisions of these specifications are not in accordance with legal requirements, the latter shall govern.

D. The Contractor shall procure all permits and licenses, pay all charges and fees, give all notice necessary and incidental to the due and lawful prosecution of the work.

E. Except as otherwise specifically stated in the Contract documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation scheduling, superintendence, temporary construction of every nature, charge, levies, fees or other expenses and all of the services and facilities of every nature whatsoever necessary for the performance of the Contract, and to deliver all improvements embraced in this Contract complete in every respect within the specified time.

The Contractor shall indemnify, keep and save harmless the City from all liabilities, judgments, costs, damages, and expenses, which in any way may come against the City by reason of the use of any patented or copyrighted article, material, machinery, equipment, design, device, or process furnished or used in the performance of the work.

F. The Contractor shall establish a local field headquarters after the Contract has been executed and maintain the same until the Contract has been completed. Before starting work, the Contractor shall designate in writing, an authorized representative who shall have complete authority to represent and to act for the Contractor, said authorized representatives shall be present at all times, at the site of the work while work on the project is actually in progress.

G. The Contractor shall avoid any encroachment on the premises of adjacent properties and shall be held responsible for any and all damages outside the limits of construction indicated on the Drawings or designated by the Engineer. Any such damage shall be satisfactorily replaced and/or repaired by the Contractor at no cost to the City.

H. Should it appear that the work to be done or any of the matters relating thereto are not sufficiently detailed or explained in these Specifications or Drawings, the Contractor shall make written application to the Engineer for such further written explanation as may be necessary. Should the Contractor not request such explanation, any related work or construction shall be solely at the risk and responsibility of the Contractor. The costs of any replacement or corrective measure required shall be borne by the Contractor.
2.5. **ANNULMENT OF CONTRACT**

A. In the event the Contractor or any subcontractor fails to execute the work in accordance with the Contract, fails to furnish the necessary equipment, fails to complete the work within the time named in the Contract, or if any official or employee of the Owner shall become interested in the Contract or in furnishing supplies or performing work thereunder, or if the provisions of the contract are otherwise violated, then, in any such case, upon ten (10) days notice to the Contractor and his Surety, stating the reason for the Owner's intention to terminate the Contract, the Owner shall have the right to annul and terminate the Contract.

B. Unless within ten (10) days after service of said notice the violation shall cease or satisfactory arrangements shall have been made for its correction, the Contract, upon expiration of the said ten (10) days shall cease and be terminated.

C. The action of the Owner in the termination of the Contract shall be final and conclusive, and the Contractor shall not be entitled to claim or receive any damage for not being allowed to continue.

D. After termination of the Contract, the Surety shall have the right to take over and complete the work in strict accordance with all provisions of the original Contract. The Surety shall notify the Owner in writing within ten (10) days after the termination of the contract its intent to take over the work and shall begin the completion thereof within twenty (20) days of the termination of the Contract.

E. If the Surety does not take over the Contract as stated above, then the Owner shall cause the work to be completed under a second contract let pursuant to law. If the cost of work due under the second Contract exceeds what it would have cost under the original Contract, the increased cost shall be paid from any money due the Contractor under the Contract, and if that is not sufficient then the increased cost shall be paid by the Contractor and/or his surety. They also shall pay all cost and expense of reletting the work and all damages resulting from non-completion of the work within the Contract time. If, when the work is completed it is found that there is any money due the Contractor, it will be paid to him; but no money shall be paid to the Contractor under the Contract after it has been terminated, until the work has been completed and accepted and all claims and suits resulting therefrom have been settled.
2.6. TERMINATION OF CONTRACT FOR CONVENIENCE OF THE OWNER

The performance of work under this Contract may be terminated by the Owner in whole, or from time to time in part whenever the Owner shall determine that such termination is in the best interest of the Owner. Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

When contracts, or any portion thereof, are terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed at the contract unit price, or as mutually agreed for items of work partially completed or not started. No claim for loss of anticipated profits will be considered.

Reimbursement for organization of the work, when not otherwise included in the Contract, and moving equipment to and from the job will be considered where the volume of work completed is too small to compensate the Contractor for these expenses under the Contract unit prices, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained by the Contractor for the work, that have been inspected, tested, and accepted by the Superintendent, and that are not incorporated in the work may, at the option of the Owner, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such point of delivery as may be designated by the Superintendent.

Termination of a Contract or a portion thereof shall not relieve the Contractor of responsibilities for the completed work, nor shall it relieve his surety of its obligation for and concerning any just claims arising out of work performed.

2.7. FAILURE TO EXECUTE CONTRACT

If the Contractor fails to execute the Contract and file an acceptable Bond and other Contract papers within the ten (10) day period as stipulated, it shall be considered sufficient reason for the annulment of the award and forfeiture of the Proposal Guaranty to the Owner, not as a penalty but as liquidated damages. Award may then be made to the next lowest bidder or the work may be re-advertised as the Owner may decide.
2.8. **SUBLETTING OR ASSIGNING**

The Contractor shall not assign or transfer this Contract or sublet any part thereof, or assign any of the moneys payable under this Contract without first securing the written consent of both the Owner and the Surety upon the Contractor's Bond (see SUBCONTRACTING REQUEST form). Any attempted assignment or subletting without consent shall be null and void. All work for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Copies of all subcontracts consented to shall be filed with the Owner. The Contractor shall not assign, transfer, or sublet more than fifty percent of the Contract work.

Assigning or subletting the whole or any portion of this Contract shall not operate to release the Contractor or his bondsmen hereunder from any of the Contract obligations. An individual, firm, partnership, or corporation supplying materials only for the work shall not be considered a subcontractor.

All subcontracts submitted by the prime contractor to the City shall require all subcontractors to take affirmative steps to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services, such affirmative steps shall include the following:

1. Including qualified small and minority businesses on solicitation lists.
2. Assuring that small and minority businesses are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
4. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority business.
5. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
6. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1 through 5 above.
2.9. **DELAYS DUE TO INJUNCTIONS, ETC.**

Any delay in the execution of the work under this Contract imposed by injunction or order of court through no fault, neglect, or wrongful act or omission of the Contractor, shall operate to extend the time herein fixed for the completion of the part or parts of the work so obstructed, for the length of time the obstruction continues and no longer, but no damages shall be claimed by or allowed the Contractor for any such delay.

2.10. **DAMAGES TO EXISTING UTILITIES**

The location of all active underground utilities that are known to exist are shown on the plans. These utilities include pipe lines, sewer lines, etc. The City of Parkersburg or Engineer does not guarantee the accuracy of the location of the subsurface utilities shown on the plans, nor does the City of Parkersburg or Engineer guarantee that all subsurface utilities are shown. This information shall not be considered by the Contractor to be either accurate or complete. The Contractor, therefore, shall be required to determine in his own way the obstructions and difficulties to be encountered in the prosecution of the work under this contract, and any additional expense incurred on account of such obstructions and difficulties shall be included in the unit prices bid for the several items of work.

The proposed layout is designed to fit the existing conditions of the subsurface utilities as shown. If during construction it is found that the data was incorrect or incomplete, the Engineer reserves the right to redesign the proposed layout and appurtenances, increasing the Contract quantities as required with no additional or separate compensation other than the contract unit prices for the respective items actually placed. Should the Contractor actually sever or rupture any utility of any nature, then he shall inform the office of the City Engineer immediately so that appropriate measures may be taken to restore service to same. The Contractor shall not assume authority to repair or replace any damage whatsoever to any utility as this will be the sole responsibility of the affected utility. The affected utility will make all repairs for damage that may be caused by the Contractor and shall bill the Contractor for costs incurred.

The Contractor will therefore be held responsible to pay for any or all damages to subsurface or overhead utilities of whatsoever nature and will save harmless the City of Parkersburg and Engineer from any claims arising out of such damage.
2.11. REMOVAL OF DEBRIS, CLEANING, ETC

The Contractor shall daily or as directed by the Engineer during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project area and public rights-of-way reasonably clear and clean. The Contractor shall also be required daily, to remove by water or whatever means necessary from the pavement, sidewalk, or curbs any mud or debris accumulated, so as to maintain a neat and orderly appearance. The contractor shall provide for the disposal of excavated material not suitable for backfill. The contractor shall supply the Owner's representative with documentation of the contractor's agreement with the property owner(s) for disposal of excess material. The site for disposing of the surplus material and debris will be approved by the City Engineer. The Contractor shall not assume authority to operate any water valves, fire hydrants, or other facilities of this nature without the written permission of the City Engineer. Upon request by the Contractor, the City Engineer shall make the necessary arrangements with the Water Department for the Contractor to use these facilities, providing however the Contractor agrees to pay the Water Department for the use of same.

2.12. INSPECTION, SAMPLES, CERTIFICATES, AND TESTS

The Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests or approvals. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested, or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish Engineer with the required certificates of inspection, testing or approval. Contractor shall also be responsible for and pay all costs in connection with any inspection, testing, or certificates required in connection with Owner's or Engineer's acceptance of a manufacturer, fabricator, supplier or distributor of materials proposed to be incorporated in the Work. Except for the cost of concrete cylinders for compressive strength tests and water line pressure the cost of all sampling and testing required by the Technical Specifications for quality control shall be paid by the City. The Contractor shall furnish the Engineer with the results of all required tests.

All inspections, tests, or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by a testing laboratory, approved by Engineer.

If any Work that is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover such Work and Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from his obligations to perform the Work in accordance with the Contract Documents.

If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
If Engineer considers it necessary or advisable that covered work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection or testing as Engineer may require, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive change order shall be issued. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction if he makes a claim therefor as provided in Section 19.

2.13. COMMUNICATIONS

a) All notices, demands, requests, questions, instructions, approvals, proposals, and claims must be in writing.

b) Any notice or demand upon the Contractor shall be sufficiently given if directed to the office of the Contractor stated on the signature page of the Agreement or at such other office as the Contractor may from time to time designate in writing to the City or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

c) All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the City and any notice to or demand upon the City shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission to the City at such address, or to such other representatives the City may subsequently specify in writing to the Contractor for such purpose.

d) Any such notice shall be deemed to have given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt as the case may be.

e) All communications with the City, both written or verbal, will be addressed to the City Engineer of the City of Parkersburg.

2.14. ENGINEER'S RESPONSIBILITY AND AUTHORITY

The Engineer shall perform the following work and assume certain authorities during the life of this Contract:

a) The work shall be subject at all times to the inspection of the Engineer or his authorized assistants, who shall have free access to every facility at all times for inspecting the materials and work. This inspection shall not in any way guarantee the acceptance of the Contractor's work. The presence of the Engineer or his authorized assistants shall not lessen the responsibility of the Contractor in any way.
b) The Engineer may approve or disapprove any materials or equipment used by the Contractor. If the Engineer disapproves any material or method of construction, the Contractor will have to resolve the differences with the Engineer before proceeding with the work.

c) Any doubt as to the meaning of the Technical Specifications and/or drawings, or any obscurity as to the wording or intent of them will be explained by the Engineer. All directions and explanations required or necessary to complete, explain, or make definite any section of the Specifications and/or Drawings and give them due effect will be given by the Engineer in writing, whose decision thereon will be final.

d) The Engineer will have authority to reject materials and suspend work in case of any dispute which may arise between the Engineer and the Contractor due to defective materials or substandard performance of work until the question or questions at issue can be referred to and decided by the City Engineer.

e) The Engineer shall lay in the field at least two (2) each, bench marks and reference points for the Contractor's use in the layout and construction of lines in accordance with the plans and specifications.

2.15. FINAL INSPECTION

When all work embraced by this Contract has been entirely completed and the final cleaning up has been performed, the Contractor will inform the City of said completion in writing and the City Engineer or his designated representative will make an inspection of the site. Any work remaining to be completed or remedied shall be so completed or remedied by the Contractor immediately upon being notified by the City Engineer. The Contractor shall again notify the Engineer in writing that the required work is completed whereupon the work shall be re-inspected as stated above.

2.16. ACCEPTANCE OF WORK

Upon satisfactory completion of the work specified in this Contract, the City of Parkersburg will formally accept it and payment will be made according to the Contract.

2.17. PAYMENTS TO CONTRACTOR

a) Not more than thirty (30) days after approval of invoice the City of Parkersburg shall make a progress payment to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding period under this Contract, the City hall retain ten (10) percent of the amount of each estimate. The ten (10) percent retainage shall be released upon final acceptance by the City. Estimates may be withheld or reduced at any time, if, in the opinion of the Owner, the work is not proceeding in accordance with the provisions of this Contract; provided, further that payment of any estimate shall not constitute acceptance of the work done and no work shall be deemed accepted until formal acceptance is made by the Owner upon completion of all the work covered by this Contract.
b) The Contractor agrees that he will indemnify and save the City harmless from all claims growing out of the lawful demands of the subcontractors, laborers, workmen, furnishers of machinery and parts thereof, equipment, and all supplies incurred in the furtherance of all performance of this Contract. The Contractor at the City's request, shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged or waived.

c) Upon final acceptance of the project and upon receipt of a release of final settlement from the West Virginia State Tax Department's Accounting Division and the City's B & O Tax Auditor indicating that the Contractor and all subcontractor's have paid state and local taxes with respect to the contract work, final payment will be made upon receipt of a waiver of claims to the CITY for claims growing out of the lawful demands of the subcontractors, laborers, workmen, and equipment and material suppliers in the furtherance of the performance of this Contract, or satisfactory evidence of payment for all of the above, or ninety-one (91) days after acceptance.

2.18. WARRANTY

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work which may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.

2.19. INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

a) Compensation Insurance

The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
b) **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE AND VEHICLE LIABILITY INSURANCE:**

The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified below:

1. **Contractor's Public Liability Insurance** in an amount not less than Five Hundred Thousand ($500,000.00) Dollars for injuries, including wrongful death, of any one person, and subject to the same limit for each person in an amount not less than One Million ($1,000,000.00) Dollars on account of each accident.

2. **Property Damage Insurance** in an amount not less than One Hundred Thousand ($100,000.00) Dollars on account of any one accident; with an aggregate property damage coverage of not less than Five Hundred Thousand ($500,000.00) Dollars for two or more accidents as a result of work operations included in this project.

3. **Vehicle Liability Insurance** in an amount not less than Five Hundred Thousand ($500,000.00) Dollars for death of or injury to any one person, and One Million ($1,000,000.00) Dollars for death of or injury to two or more persons in any one accident, and Ten Thousand ($10,000.00) Dollars for property damage resulting from any one accident.

c) **Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:**

The Contractor shall either (1) require each of his subcontractors to produce and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in subparagraph (b) hereof, or, (2) insure the activities of his policy, specified in subparagraph (b) hereof.

d) **Scope of Insurance and Special Hazards:** The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against any damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract.

Insurance to be acceptable, must not be subject to change or cancellation in less than thirty (30) days after receipt of notice by the City. Prior to initiation of construction on each Contract or subcontract, the resident agent of the Contractor's insurance company shall deliver to the City a duly executed certificate showing the names of the insured, the insurer, and the policy numbers. The certificate shall show at least the minimum coverage mentioned above and shall state that there will be no change in or cancellation of said insurance until thirty (30) days after the resident agent delivers notice to the Owner of intent to cancel or modify the policy. If any part of this Contract is sublet, the Contractor is responsible for the part sublet being adequately covered by insurance herein above described.
2.20. CHANGES IN THE WORK

Should it be deemed necessary in the execution of the work, by reason of any conditions or circumstances arising or discovered after the making of the Contract or to make any minor alterations necessary for the stability, safety, economy, or betterment of the work, or when such alterations increase or decrease the quantities of the work specified, or change the location thereof to an extent not unreasonably affecting the conditions of the work and involving no classes of work other than those called for by this Contract, the Contractor shall request approval for such changes or alterations from the Engineer prior to performing such changes or alterations. Upon written order from the Engineer, to that effect, make such minor alterations. If such extra work or materials incurred in performing changes or alterations is not approved in writing by the Engineer before such change or alteration is performed, the Contractor shall not be entitled to be compensated for any labor or materials used for the performance of such change or alteration, unless such work was in response to an emergency endangering life or property. If such minor alterations diminish the quantity of work to be done, no claim for damages or for anticipated profits in the work that may be dispensed with shall thereby accrue to the Contractor, and the value of the work dispensed with will not be included in any payments made to the Contractor.

The Owner, without invalidating the Contract, may order extra work at the same locations or make changes by altering, adding to or deducting from the work. All such work shall be executed under the conditions of the original Contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. Except in an emergency endangering life or property, no such extra work or change shall be made unless in pursuance of a written order from the Owner supported by an appropriate certificate as to funds, and no claim for any charge for material or labor in addition to the Contract sum shall be valid unless so ordered.

Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such minor variations, extra work or changes shall be determined by one or more of the following methods:

(a) By such applicable unit prices, if any, as are set forth in the Contract; or

(b) If no such unit prices are so set forth, then by a lump sum mutually agreed upon by the Engineer and the Contractor.
2.21. **CLAIM FOR EXTRA WORK**

If the contractor claims that any instructions by drawings or otherwise involve extra cost under this Contract, he shall give the Engineer written notice thereof before proceeding to perform the work or as soon as possible thereafter, except in emergency endangering life or property, and then the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made. Payments for extra work, after approval by the Engineer and Owner, will be made in accordance with the provisions of Section 19 "CHANGES IN THE WORK".

2.22. **SUPPLEMENTARY AGREEMENT**

Where extra work, or changes in the work, estimated to amount to more than fifteen percent (15%) of the original Contract is encountered, such extra work shall be covered by a modification of the Contract in the form of a Supplementary Agreement which shall set forth the nature of modification, the items and quantities involved, and the prices which have been agreed upon. The Supplementary Agreement shall be signed by both parties to the Contract and shall be subject to all the terms, conditions, and provisions of the original Contract.

2.23. **EXTRA COPIES OF CONTRACT DOCUMENTS**

Subsequent to the execution of the Contract, the City shall furnish free, to the Contractor, three (3) copies of the Contract Documents with the Contract Drawings, full size, made on blue line paper from the original tracings. These are in addition to those required in executing the Contract. Additional copies of the Contract Documents will be supplied to the Contractor at the cost per copy listed in the advertisement.

2.24. **PLANS AND SPECIFICATIONS**

All work done and materials furnished under this Contract shall be in accordance with the Drawings, the Special Conditions, and the Technical Specifications.

2.25. **DEFINITIONS**

A. Wherever in these Specifications the following abbreviations are used, it shall have the meaning here given:

1. "City" - City of Parkersburg, West Virginia.
2. "Engineer" - City Engineer of the City of Parkersburg, or his authorized representative.
3. "Inspector" - An authorized representative of the City of Parkersburg.
4. "Proposal" - Contract Documents
5. "Standard Drawings" - Drawings
6. "Calendar Day" - Every day shown on the calendar.

2.26. **EQUIPMENT**

Before the Contract is awarded, the Contractor must convince the City that he will use sufficient equipment to complete the work within the Contract time.
2.27 TECHNICAL SPECIFICATIONS

QUALITY ASSURANCE

Governing Standards:
1. ASTM - All Standards shall be the most recent available
   F1216 Rehabilitation of pipelines by the inversion and curing of a resin-impregnated tube
   F1743 Rehabilitation of pipelines by pulled-in-place installation of a cured-in-place thermosetting resin pipe
   F2019 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP)
   F2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics
   D790 Test methods for flexural properties of non-reinforced plastics

Qualifications
1. The Contractor shall have a minimum of five (5) years experience in the installation of Cured-In-Place Pipe products.
2. The Contractor shall have successfully completed within the last five years at least five (5) project (800 LF or greater) and at least 5,000 feet total using the selected rehabilitation technique and shall provide the name, phone number and contact person of the Owner as a reference.
3. Proprietary rehabilitation techniques shall be installed by a manufacturer’s approved licensee.

Material Quality Control:
1. Submit manufacturer's certifications that the materials provided are in compliance with these specifications.

SUBMITTALS
A. The following submittals are required:
1. Traffic Control/Staging Area plan; consisting of a sketch of the surrounding area, the excavation locations and pipe staging areas, and devices used as traffic control.
2. Rehabilitation technique and all proposed materials; provide manufacturer's technical literature, installation instructions, testing methods and certifications for lining material, resins, tube, cure method, etc. Design calculations for CIPP liner thickness for the parameters specified in Section 2.02 B.
3. Pipe Line videos before and after.
4. Installer qualifications.

PRODUCTS
GENERAL
All materials shall be commercially available products of reputable Manufacturers acceptable to the Owner.

PRODUCT, MANUFACTURER/INSTALLER QUALIFICATION REQUIREMENTS
A. The sewer products specified herein are intended to have a 50-year design life.
B. Design requirements:
1. Liner shall be designed in accordance with ASTM F1216 and the following requirements:
   a. Ground water shall be at 5 feet below grade.
   b. Soil density equals 120 pounds per cubic feet
   c. Ovality will be 2% unless video inspections indicate otherwise.
d. Live load shall be HS-20.
e. All pipes shall be considered fully deteriorated.

2. All calculations shall be submitted to the ENGINEER, in duplicate, for his information and be signed and sealed by a Professional Engineer in the State of the project location...

3. The net inside diameter of the reconstructed lined sewer shall be as large and smooth as possible to maintain the lined pipe’s final capacity as close as possible to its original capacity.

Contractor shall be fully responsible for the design of the CIPP (liner) and shall save and hold harmless the Owner and Engineer from any and all costs or damages directly or indirectly related to the structural design of the CIPP.

Prior to design and ordering of the liner, verify the internal dimensions of the existing sewer mains to insure that the lining utilized will be of appropriate dimension.

MATERIALS – CURED-IN-PLACE PIPE (CIPP)

Tube - The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1743, Section 5.2.1 or ASTM D 5813, Sections 5 and 6. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.

The wet-out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design CIPP wall thickness.

The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during installation.

The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and allow the resin impregnation (wet out) procedure to be monitored.

The Tube shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

Seams in the Tube shall be stronger than the non-seamed felt material.

The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or identifying symbol. The tubes must be manufactured in the USA.

Resin - The resin system shall be a corrosion resistant polyester or vinyl ester system including all required catalysts, initiators that when cured within the tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813 and ASTM F1743, the physical properties herein, and those which are to be utilized in the submitted and approved design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.
STRUCTURAL REQUIREMENTS

The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall.

The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third-party test data to the Owner’s satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

The Enhancement Factor ‘K’ to be used in ‘Partially Deteriorated’ Design conditions shall be assigned a value of 7.

The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

MINIMUM CIPP PHYSICAL PROPERTIES

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>min. per ASTM F1216</th>
<th>Enhanced Resin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modulus of Elasticity</td>
<td>ASTM D790</td>
<td>250,000 psi</td>
<td>400,000 psi</td>
</tr>
<tr>
<td>Flexural Stress</td>
<td>ASTM D790</td>
<td>4,500 psi</td>
<td>4,500 psi</td>
</tr>
</tbody>
</table>

The required structural CIPP wall thickness shall be based as a minimum, on the physical properties in Section 5.5 or greater values if substantiated by independent lab testing and in accordance with the design equations in the Appendix X1. Design Considerations of ASTM F1216, and the following design parameters:

- Design Safety Factor (typically used value) = 2.0
- Retention Factor for Long-Term Flexural Modulus to be used in Design = 50% - 75% (As determined by long-term tests described in section 5.2 and approved by the Owner)
- Ovality* (calculated from (X1.1of ASTM F1216) = %
- Enhancement Factor, K = See Section 5.3
- Groundwater Depth (above invert of existing pipe)* = ft.
- Soil Depth (above crown of existing pipe)* = ft.
- Soil Modulus** = psi
- Soil Density** = pcf
- Live Load** = H2O Highway
- Design Condition (partially or fully deteriorated)*** = ***

* Denotes information, which can be provided here or in inspection videotapes or project construction plans. Multiple lines segments may require a table of values.
** Denotes information required only for fully deteriorated design conditions.
*** Based on review of video logs, conditions of pipeline can be fully or partially deteriorated.
   (See ASTM F1216 Appendix) The Owner will be sole judge as to pipe conditions and parameters utilized in design.

Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.

EXECUTION
INSTALLATION – GENERAL
A. All materials shall be installed in accordance with manufacturer’s written instructions and recommendations.
B. All work shall be completed by workmen skilled in their trade.

INSTALLATION RESPONSIBILITIES
A. It shall be the responsibility of the Contractor to field locate and designate all access points open and accessible for the work based on the contract drawings. The Contractor shall arrange for access to water hydrants for cleaning, inversion, and other work related items requiring water.
B. Bypassing Sewage – The contractor shall provide all sewage bypass required for the proper installation of liner.

PREPARATION
A. Cleaning and Inspection:
   1. Cleaning of Pipeline – All internal debris shall be removed from the original pipeline. Pipeline shall be cleaned with hydraulically powered equipment, high velocity jet cleaners, or mechanically powered equipment (see NASSC Recommended Specifications for Sewer Collection System Rehabilitation) as required for the CIPP lining operation.
   2. Inspection of Pipelines – Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed-circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the proposed pipe lining operation, such as protruding areas of, collapsed or crushed pipe, and reductions in the cross-sectional area. These conditions shall be noted and brought to the Engineer’s attention immediately. The pre-installation video (copy) shall be turned over to the Engineer.
   3. Line Obstructions – The original pipeline shall be clear of obstructions such as solids, dropped joints, protruding areas, crushed or collapsed pipe, and reductions in the cross-sectional area that will prevent the insertion of the liner system. If pre-installation inspection reveals an obstruction such as a dropped joint, or a collapse that will prevent the lining installation process, and that cannot be removed by conventional sewer cleaning or pipe or root cutting equipment, then the Contractor may be required to make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the owner’s representative prior to the commencement of the work and shall be considered as a separate pay item.
CIPP INSTALLATION

A. CIPP installation by the pulled in place method or inversion by use of hydrostatic head or air pressure, followed by steam or hot water curing shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:

1. If the liner is pulled into place, a calibration’ tube shall be inserted to protect the resin from any wash out caused by curing water or steam.

B. Resin Impregnation

1. Resin Quantity The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process or resin bath shall be used.

2. Vacuum impregnation process: To insure thorough resin saturation throughout the length of the felt tube, the point of vacuum shall be no further than 25 feet from the point of initial resin introduction. After vacuum in the tube is established, a vacuum point shall be no further than 75 feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular as possible. A roller system shall be used to uniformly distribute the resin throughout the tube. If the Installer uses an alternate method of resin impregnation, the method must product the same results. Any alternate resin impregnation method must be approved.

3. Temperature gauges shall be placed inside the existing pipe at the invert level of each end to monitor the temperatures during the cure cycle.

TESTING AND INSPECTION

A. CIPP samples shall be prepared and physical properties tested in accordance with ASTM F1216 or ASTM F1743, Section 8. The flexural properties must meet or exceed the values listed in Table 1 of the applicable ASTM and the values used for design.

B. Thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87½% of the design thickness as calculated in Section 2.04, Structural Requirements.

C. Visual inspection of the CIPP shall be in accordance with ASTM F1743, section 8.6. Two (2) sets of post installation videos labeled and audio keyed to the contract drawings and associated logs shall be submitted to the Owner within 24 hours of the inspection.

CLEAN-UP

A. Upon acceptance of the installation work, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work in accordance with the Site Restoration section of this specification.
MATERIALS

A. Liner Tube

1. The liner tube shall consist of one or more layers of flexible needed felt or an equivalent woven and/or non-woven material capable of carrying resin, withstanding installation pressure and curing temperatures, and is compatible with the resin system used. The liner shall be fabricated to a size that, when installed, will fit the internal circumference of the existing pipe without any annular space between the liner and existing pipe wall.

2. The resin used shall be compatible with the rehabilitation process, shall be able to cure in the presence or absence of water and the initiation temperature for cure shall be as recommended by the resin manufacturer and reviewed by the ENGINEER.

3. The liner shall be fabricated from materials which when cured, will be chemically resistant to withstand internal exposure to sewage gases containing quantities of hydrogen sulfide, carbon monoxide, methane, petroleum hydrocarbons, saturation with moisture, diluted sulfuric acid, and other chemical reagents determined by the ENGINEER.

4. The minimum tube length shall be that deemed necessary by the CONTRACTOR to effectively span the distance from the inlet to the outlet of the respective manholes, or access points, unless otherwise specified. The CONTRACTOR shall verify the lengths in the field before impregnation of the tube with resin. Individual insertion runs may be made over one or more manhole sections as determined in the field by the CONTRACTOR and reviewed by the ENGINEER. Prior to insertion, the liner shall be free of all visible tears, holes, cuts, foreign materials, and other defects.

Prior to insertion, the CONTRACTOR shall provide data on the maximum allowable stresses and elongation of the tube. The exterior of the manufactured tube shall be marked along its length at regular intervals not to exceed five feet. These marks shall be used as a gauge to measure elongation during insertion. Should the overall elongation of a reach exceed five percent, the liner tube shall be rejected and replaced.

Resin

1. Unless otherwise specified, provide a general purpose, unsaturated, thermosetting, polyester, vinyl ester, or epoxy resin able to cure in the presence or absence of water, and a catalyst system compatible with the insertion process.

2. Resin shall not be subjected to ultraviolet light and shall form no excessive bubbling or wrinkling during lining.

3. The resin shall be shipped directly from the resin manufacturer’s facility to the CIPP wet-out facility. The resin shall not be sent to any intermediate mixing facility. Copies of the shipment documents from the resin manufacturer shall be submitted to the Engineer showing dates of shipment, the originating location and the receiving location; including with every shipment, the infrared spectrum analysis (IR Scan) from the manufacture source.

4. The resin shall be used to manufacture the CIPP as shipped. No filler or additives shall be added at the web-out facility except for the required catalyst as recommended by the resin manufacturer. The Contractor shall submit a Certificate of Authenticity from the resin manufacturer for each shipment to the wet-out facility (to include the date of manufacture and the head distortion temperature). This information shall be submitted prior to manufacturing any CIPP.

5. The Contractor shall identify the wet-out facility where all CIPP under this Contract will be manufactured. All CIPP shall be manufactured from this designated wet-out facility throughout the entire Contract unless specifically approved otherwise by the Engineer in writing. Multiple wet-out facilities shall not be allowed.

6. The cured liner shall have the following minimum structural properties:
   Flexural Strength of 4,500 psi per ASTM D790
   Flexural Modulus of 250,000 psi per ASTM D790
   Tensile Strength of 3,000 psi per ASTM D638 PRESSURE PIPE (N/A)
2.28. **SPECIAL PROVISIONS**

Special Provisions are additions and revisions to the Standard and Supplemental Specifications covering conditions peculiar to this project.

**MAINTENANCE OF TRAFFIC**

Control and protection of traffic through the work areas shall be in accordance with a plan submitted by the contractor and approved by the engineer. The traffic route shall be kept as smooth as possible and safe for accepted speeds.

The approved traffic control plan is considered the plan to be followed by the contractor, however, should the contractor desire to adopt another traffic control plan during construction, this alternate scenario shall be submitted to the engineer in advance of the commencement of work in the affected areas.

The contractor shall be responsible for maintaining traffic within each construction site through which traffic passes. This shall include furnishing and installing signs, traffic barriers, flaggers, barricades and/or drums in order to insure the safety of vehicles, pedestrians, and construction workers. All traffic devices shall be in conformance with the latest edition of the Manual on Traffic Control Devices of Streets and Highways.
2.29. EQUAL OPPORTUNITY PROVISIONS

During the performance of this Contract, the contractor agrees as follows:

(1) The contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations and advertisements for employees placed on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled or terminated in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(7) The contractor will provide the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issue pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.30. FEDERAL LABOR STANDARDS PROVISIONS

The CONTRACTOR agrees to comply with the requirements of the U.S. Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The CONTRACTOR shall maintain documentation, which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

The Davis-Bacon and Related Acts, (40USC, Chapter 3, Section 276a-276a-5; and 29CFR Parts 1,3,5,6 and 7) apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.
Minimum Wages

All laborers and mechanics employed and working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in accordance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

b) The classification is utilized in the area by the construction industry; and

c) The proposed wage rate, including bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

In the event the contractor, laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140). The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, to transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies.
of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB control number 1215-0149.)

Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

a) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete;
b) That each laborer or mechanic (including each helper, trainee, and apprentice) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other that each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.
d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

Apprentices and trainees

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site
in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws an approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the specified wage rate in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no
longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

Compliance with Copeland Act requirements
The contractor shall comply with requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

Subcontracts
The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

Contract termination; debarment
A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

Disputes concerning labor standards
Disputes arising out of the labor standards provisions of this contract shall not be subject to the general dispute’s clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning within this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, and the U.S. Department of Labor, or the employees or their representatives.

Certification of Eligibility
By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration Transactions", provides in part: "Whoever, for the purpose of...influencing in any
way the action of such Administration ...makes, utters or publishes any statement, knowing the same to be false, shall be fined not more than $5,000 or imprisoned not more than two years, or both."

Complaints, Proceedings, or Testimony by Employees
No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

Contract Work Hours and Safety Standards Act
As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

Withholding for unpaid wages and liquidated damages
HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided for in the clause set forth in subparagraph (2) of this paragraph.

Subcontracts
The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

Health and Safety
No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

The contractor shall include the provisions of this article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

The Contractor and subcontractors performing work under this contract, if in excess of $100,000, and any subcontract in excess of $100,000 shall be required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

2.31. CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making or any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, Grant, loan, or cooperative agreement the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
2.32. SECTION 3

The CONTRACTOR agrees to abide by the Section 3 Clause in the advertising and award of all contracts and agreement in which Federal funds are used.

Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes HUD funds as typically one of the largest sources of federal funding expended in communities through grants, loans, and entitlement allocations. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a covered project or activity necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low- and very-low income persons or business concerns residing in the community where the project is located.

A Section 3 covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc. A “Section 3 covered contract” includes professional service contracts provided that the work to be performed is generated by the expenditure of Section 3 covered Public and Indian housing assistance, work arising in connection with projects involving housing rehabilitation, housing construction, or other public construction.

The requirements of Section 3 apply to recipients of Housing and Community Development assistance that invest $200,000 or more into projects/activities involving housing construction, rehabilitation, or other public construction. All contractors (or subcontractors) receiving covered funds in excess of $100,000 to complete projects involving housing construction, rehabilitation, or other public construction are required to comply with the requirements of Section 3.

Assurance of Compliance

Every contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause:

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under
this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after that contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.

F. Noncompliance with HUD’s regulation in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to maximum extent feasible, but not in derogation of compliance with section 7(b).

**Bidding Procedures**

Prior to the signing of the contract, the contractor will provide a preliminary statement of work force needs (skilled, seem-skilled, unskilled labor and trainees by category) where known; where not known, such information shall be supplied prior to the signing of any contract between the contractor and subcontractors. The contractor or subcontractor shall fulfill his obligation to utilize lower income project area residents as trainees to the greatest extent feasible by:

a) Utilizing the maximum number of persons in the various training categories in all phases of the work to be performed under the Section 3 covered project, and
b) Filling all vacant training positions with lower income project area residents except for those training positions which remain unfulfilled after a good faith effort has been made.

c) Residents as Employees

Each contractor and subcontractor shall fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:

a) Identifying the number of positions in the various occupational categories including skilled, semiskilled, and unskilled labor needed to perform each phase of the Section 3 covered project.
b) Identifying the number of positions currently occupied by regular, permanent employees.
c) Identifying the positions not currently occupied by regular, permanent employees.
d) Establishing the positions identified in paragraph (3) of this part, a goal which is consistent with this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area.

Each contractor and subcontractor undertaking work on a Section 3 covered project shall assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to business concerns located within the Section 3 covered project area or business concerns owned in substantial part by persons residing in the Section 3 covered area.

**Good Faith Effort**

Each contractor and subcontractor seeking to establish that a good faith effort, as required by Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C., 1701u, has been made to fill all training positions with lower income area residents; and fill all employment positions shall:

a) Attempt to recruit from the appropriate areas the necessary number of lower income residents through local advertising media, signs placed at the proposed site and community organizations and public and private institutions operating within or serving the project area, such as State Employment Office and Opportunities Industrialization Center (OIC).
b) Maintain a list of lower income area residents who have applied either on their own or on referral from any source and employ such person if otherwise eligible and/or qualified and if a vacancy exists. If no vacancies exist, the eligibility and/or qualifications of the applicant shall be considered and listed for the first available opening.

Any contractor or subcontractor which fills vacant apprentice and trainee positions and/or employment positions, identified in subparagraph B above, but more specifically identified in Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, Part 135, Section 135.4, Section 135.55, in his organization immediately prior to undertaking work pursuant to a Section 3 covered contract shall set forth evidence acceptable to the Secretary that its actions were not an attempt to circumvent these regulations.
Affirmative Action Plan

An Affirmative Action Plan pursuant to a Section 3 covered contract shall:

a) Set forth the approximate number and estimated dollar value of contracts to be awarded to eligible businesses and entrepreneurs within each category over the duration of this contract.

b) Ensure that the appropriate business concerns are notified of pending contractual opportunities either personally or locally through locally utilized media.

c) Good Faith Effort. Each contractor and subcontractor seeking to establish that a good faith effort has been made shall, as a minimum, attempt to recruit from the appropriate areas the necessary eligible business concerns through:

d) Local advertising.

e) Signs placed at the site.

f) Community organizations, public and private institutions operating or serving within the project area such as P.A.C., O.I.C., and any other equivalent organization.

Certificate of Compliance

The contractor shall execute the Certificate of Compliance and cause all subcontractors undertaking work in connection with this contract to furnish the same.