

REQUEST FOR QUOTATION
2026-03 Pipelining Rehabilitation Project

GENERAL CONSTRUCTION SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The City of Charleston, WV (the City) is soliciting bids for the rehabilitation of the City's storm sewer pipes at various locations by installing Cured-in-Place (CIP) pipelining by Inversion or Pull-in-Place and cured by either Steam or UV.

The Vendor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Plans, Specifications, and terms of the Contract. The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

Additional locations shall be permitted by change order upon agreement by both parties for a period of twelve months from contract award.

To Obtain the Google Earth File for the Project: email bids@cityofcharleston.org. The subject line must say 2026-03 GOOGLE EARTH FILE REQUEST. The body of the email must include the vendor's name, address, phone number, contact name, and email address.

BID SUBMISSION: Paper bids will be accepted either by hand delivery, mail or courier service. Electronic bids will be accepted through the online procurement platform BidExpress. Emailed bids will not be accepted. Regardless of delivery method, bids must be received by City staff on or before the date and time of the bid opening. Any bid received by City staff is considered to be in the possession of the City and will not be returned for any reason. Bids that are not received through an approved method listed in these specifications, on or before the closing date and time, will not be considered for contract award.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

2.1 "Construction Services" rehabilitation of the City's storm sewer pipes at various locations by installing Cured-In-Place (CIP) pipelining by Inversion or Pull-in-Place and cured by either Steam or UV as more fully described by these specifications.

2.2 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Construction Services.

2.3 "Solicitation" means the official notice of an opportunity to supply the City of Charleston, WV with goods or services that is published on the City's website located at <https://charlestonwv.gov/bids-purchasing/current-bids>

REQUEST FOR QUOTATION
2026-03 Pipelining Rehabilitation Project

2.4 “Cured-in-Place Pipelining” (CIP) means a resin-impregnated flexible tube, which is tightly formed to the inside of the original host pipe. The resin is cured using either Steam or UV within the inflated tube.

- 3. GENERAL REQUIREMENTS:** It is the intent of this project to provide the rehabilitation of the City’s storm sewer pipes at various locations by installing Cured-in-Place (CIP) pipelining. CIP pipeline is a resin-impregnated flexible tube, which is tightly formed to the inside of the original host pipe. The resin is cured using either Steam or UV within the inflated tube. The CIP pipelining will be continuous and tight fitting. The work includes but is not limited to: traffic control, cleaning, removing debris/obstructions, bypass pumping, identifying and repairing inverts and/or obstructions, Pre & Post video-inspections, installing and curing pipeline, identifying and reconnecting lateral taps, and repairing and sealing voids around outer perimeter of pipe at inlets/outlets with cement/epoxy material. All work shall comply with applicable ASTM, NASSCO, and OSHA standards. The work shall be started and completed in a timely manner, according to an agreed upon schedule by the contractor and the City.

3.1 Below is the proposed list of the job locations, existing material, and quantities:

	Location	Dia. (in.)	Material	Length (ft.)	# Of Latrls	Depth (ft.)
1	1139 Emerald Rd.	8	Clay	165	2	10
2	116 Kanawha Blvd & Shoney’s	10	Clay	50	0	2
3	124 Kanawha Blvd & Clendenin	10	Clay	50	0	2
4	233 Kanawha Blvd & Truslow	10	Clay	50	0	2
5	300 Kanawha Blvd & Goshorn	10	Clay	50	0	2
6	900 Kanawha Blvd & Hale	10	Clay	50	0	2
7	1002 Kanawha Blvd & McFarland	10	Clay	50	0	2
8	1012 Kanawha Blvd & Dunbar	10	Clay	50	0	2
9	1108 Kanawha Blvd	10	Clay	50	0	2
10	1210 Kanawha Blvd	10	Clay	50	0	2
11	1320 Kanawha Blvd	10	Clay	50	0	2
12	1402 Kanawha Blvd & Bradford	10	Clay	50	0	2
13	1418 Kanawha Blvd	10	Clay	50	0	2
14	1500 Kanawha Blvd & Ruffner	10	Clay	50	0	2
15	1520 Kanawha Blvd	10	Clay	50	0	2
16	1550 Kanawha Blvd	10	Clay	50	0	2
17	1564 Kanawha Blvd	10	Clay	50	0	2
18	1580 Kanawha Blvd & Park	10	Clay	50	0	2
19	1580 Kanawha Blvd & Park	10	Clay	50	0	2
20	1598 Kanawha Blvd	10	Clay	50	0	2

REQUEST FOR QUOTATION
2026-03 Pipelining Rehabilitation Project

21	1618 Kanawha Blvd	10	Clay	50	0	2
22	1700 Kanawha Blvd & Greenbrier	10	Clay	50	0	2
23	1716 Kanawha Blvd & Governor's Mansion	10	Clay	50	0	2
24	1900 Kanawha Blvd & Capitol	10	Clay	50	0	2
25	1900 Kanawha Blvd & Capitol	10	Clay	50	0	2
26	1900 Kanawha Blvd & Capitol	10	Clay	50	0	2
27	2002 Kanawha Blvd & California	10	Clay	50	0	2
28	2016 Kanawha Blvd	10	Clay	50	0	2
29	2116 Kanawha Blvd & Veazy	10	Clay	50	0	2
30	2324 Kanawha Blvd & Chesapeake	10	Clay	50	0	2
31	2424 Kanawha Blvd	10	Clay	50	0	2
32	14 Norwood Rd. to 15 Lindy Rd. to 1125 Loudon Hts. Rd.	12	Clay, CMP	680	3	3
33	836 Beaumont Rd. to 847 Carol Rd.	12	RCP	260	0	3
34	114 Woodbridge Dr.	12	CMP	35	0	3
35	1932 Parkwood Rd	12	CMP	35	0	3
36	815 Bridge Rd	12	CMP	35	0	3
37	2106 Kanawha Blvd	12	Clay	50	0	2
38	2524 Kanawha Blvd	12	Clay	50	0	2
39	1981 Parkwood Rd	15	CMP	190	1	3
40	1732 Shadybrook Rd	15	CMP	180	2	3
41	1202 Kanawha Blvd	18	CMP	70	1	3
42	115 Lucado Rd.	18	CMP	60	0	3
43	107 Woodbridge Dr.	24	CMP	35	0	5
44	1410 Woodmere Dr.	24	CMP	50	0	5
Totals				3395	10	

3.1.1 Specific locations, sizes and material may vary and are subject to change based upon inspection results and pipelining capability of existing conditions. Alternate locations may be considered if proposed locations are determined not capable for pipelining.

3.1.2 The work shall consist of the Vendor furnishing all materials, equipment and labor necessary for the satisfactory completion of this project. All materials,

REQUEST FOR QUOTATION
2026-03 Pipelining Rehabilitation Project

equipment, and workmanship shall be in accordance with applicable sections of the following:

1. WVDOT, DOH, Std. Spec. Roads and Bridges, Adopted 2023
<https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>

2. WVDOT, DOH 2025 Supplemental Spec.
https://transportation.wv.gov/highways/TechnicalSupport/specifications/Documents/2025%20Supplemental%20Specifications_20241209.pdf

3. WVDOT, DOH Std. Details Book, Vol. 1, Issue Date: May, 2016
<https://transportation.wv.gov/highways/engineering/StandardDetails/Vol1/Std%20Dtls%20Vol%201%202016%20with%20Revisions%20Through%202021-12-9.pdf>

3.1.3 The quantities listed in the contract documents are estimates. The City will pay for quantities actually in place. The City reserves the right to vary the quantities up to 50 % with no change in unit price, except for optional items that may or may not be completed as part of this project.

3.1.4 Contractor shall comply with all applicable laws, ordinances, regulations, and codes of the federal government, State of West Virginia, Kanawha County, and the City of Charleston, West Virginia, applicable to this Agreement and any Services performed hereunder, including but not limited to employment laws, immigration laws and drug free requirements. If Contractor fails to comply with the aforementioned laws and/or requirements, the City may, at its discretion, take appropriate action, including, but not limited to, calling Contractors' bonds and/or terminating this Agreement immediately.

3.1.5 The project shall be substantially complete within 6 months after the Notice to Proceed is issued.

3.2 Mobilization: This work shall consist of the preparation for construction, movement of personnel, equipment, and materials to the project site. This item shall include site preparation, clean-up and demobilization. Mobilization shall not exceed 5% of the Project Total.

3.2.1 Materials & Methods: Equipment and material shall be transported and delivered to and from the site. The Contractor shall remove all debris and leave the site in a clean and orderly condition before, during and following the completion of the work. Site shall be in preconstruction condition or better after cleanup and demobilization.

REQUEST FOR QUOTATION
2026-03 Pipelining Rehabilitation Project

3.2.2 Measurement & Payment: Mobilization will be measured and paid on a lump-sum basis for ITEM 3.01 MOBILIZATION. The City will hold a 10% retainage pending final acceptance of the job. No decrease or increases will be made on this item bid price regardless of the decrease or increase in the final total contract amount or for any other cause.

3.3 Traffic Control: This work shall consist of furnishing, installing, maintaining and removal of necessary devices for control and protection of vehicles, bicyclists and pedestrians. Devices include but are not limited to signage, fencing, cones, barricades, flaggers, temporary traffic signals, etc.

The contractor shall prepare a traffic control plan and submit it to the City's Traffic and Transportation Department for review and approval.

The latest version of the MUTCD (Maintenance of Traffic Control Devices) shall define the standards required to install and maintain all traffic control devices. The contractor shall conduct the work in a manner and sequence to minimize interference with traffic.

It shall be the responsibility of the contractor to contact all local residents prior to construction activity that impedes access to their driveway, parking area, sidewalk, etc.

A minimum of one lane of traffic shall be maintained throughout the project. Temporary traffic signals and/or Flaggers shall be used when construction limits the road to one lane of traffic. Some areas road closures may be permitted pending the Traffic Engineer's approval of the Contractor's plans and schedule for closures. A temporary street-sidewalk closure permit application may be submitted to: tp&t@cityofcharleston.org and is available at: <https://www.charlestonwv.gov/documents/temporary-street-sidewalk-closure-permit-tue-08012017-0802>

3.3.1 Materials & Methods: No decrease or increases will be made in the lump sum bid for Item 3.02 – TRAFFIC CONTROL regardless of the decrease or increase in the final total Contract amount or for any other cause.

3.3.2 Measurement & Payment: There will be no direct measurement of materials, labor or services provided. Traffic Control will paid on a LUMP-SUM basis bid for ITEM 3.02 – TRAFFIC CONTROL. Payment will be made on a percent of project complete basis.

REQUEST FOR QUOTATION
2026-03 Pipelining Rehabilitation Project

3.4 CIP Pipelining: This work shall consist of, and not be limited to: dewatering, cleaning, bridging/filling/repair inverts, and the furnishing, installing, curing the CIP pipeliner, reestablish flow of host pipe and laterals. This work shall be in accordance with the specifications, and in close conformity with the lines, grades, dimensions, and locations shown on the drawings, found existing in the field, or established by the City's engineer. When installed, cured and complete, the pipeliner shall extend from one Drain Inlet (DI) or opening to the next DI or opening in a continuous tight fitting, watertight pipe-within-a-pipe manner.

3.4.1 Materials & Methods: All storm sewers to be pipelined shall be "cleaned" by the contractor to remove any material that may interfere with or allow proper installation of the CIP pipeliner. The term "cleaned" shall mean the removal of sand, dirt, roots, grease, and all other solids or semisolid materials from the interior of the host storm sewer pipe. Any cleaning or disposal costs to the contractor is considered incidental and shall be included in the bid price for CIP Pipelining.

Where dewatering is required, the contractor shall bypass pump storm water around the area of construction. The temporary bypass shall be made by damming or plugging, if necessary, an upstream section and pumping the storm water to the appropriate downstream section. At no point shall dewatering cause flooding to adjacent property owners. Erosion & Sediment control devices (silt fences, filter socks, etc.) shall be utilized where applicable.

Invert bridging/filling/repair will be included in the CIP Pipelining bid price. Inverts that require repairs shall be filled with an approved aggregate or bridged with an agreed upon material and method by the City's engineer and Contractor.

The Contractor shall deliver to the Site the pipeliner, ready to insert into the storm sewer. Upon delivery of the pipeliner, all equipment required to insert the liner into the storm sewer and cure it in-place shall be on-site. All procedures to prepare the pipeliner for installation will be in strict compliance with the manufacturer's recommendations. Any material not properly prepared shall be rejected and replaced with acceptable materials at the Contractor's expense.

Where necessary, a scaffold or elevated platform shall be erected at the upstream access point. The contractor may invert/insert the tube with the use of air pressure and/or water where applicable. The pipeliner must be inverted/inserted into the host pipe by methods approved by the manufacturer and proven through previous successful installations. The insertion method used shall not cause abrasion, scuffing or any damage to the tube. Any

REQUEST FOR QUOTATION
2026-03 Pipelining Rehabilitation Project

material damaged during insertion shall be rejected and replaced with acceptable material at the Contractor's expense. Hydrostatic pressure shall be used to inflate the tube, molding it against the walls of the host pipe with adequate pressure to produce dimples at lateral connections and flared ends at the DIs or openings. No flow between the uncured liner and host pipe shall be permitted.

The Contractor shall comply with the applicable sections of the following standards & methods:

1. ASTM F1216 Std. Pract. for Rehab. of Existing Pipelines & Conduits by the Inversion & Curing of a Resin-Impregnated Tube
2. ASTM F1743 Std. Pract. for Rehab. of Existing Pipelines & Conduits by Pulled-in-Place Installation of CIP Thersetting Resin-Pipe
3. ASTM D543 Std. Pract. for Eval. the Resistance of Plastics to Chemical Reagents
4. ASTM D578 Std. Spec. for Glass Fiber Strands
5. ASTM D638 Test Method for Tensile Properties of Plastics
6. ASTM D790 Std. Test Method for Flexural Properties of Un/Reinforced Plastics
7. ASTM D2122 Std. Test Method for Determining Dimensions of Thermoplastic Pipe
8. ASTM D3567 Std. Pract. for Determining Dimensions of Thermosetting GRP
9. ASTM D5813 Std. Spec. for CIP Thermosetting Resin Sewer Pipe
10. ASTM F1417 and ASTM 1867 ThermoForm PVC alloy

The resin-impregnated flexible tube shall be cured using either Steam or UV within the inflated tube. For Steam cured method, once the Cool-down temperatures have been reached, the curing water in the new pipeliner may only be released downstream if it is below 90° F or it shall be pumped into the nearest sanitary manhole (only with prior approve from City and Charleston Sanitary Board).

Once cured, the new pipeliner shall be cut off in the DI/opening at a suitable location. At intermediate DIs (between the liner insertion and termination DI/opening), the upper one-half of the liner shall be neatly cut and removed to provide a smooth, continuous and accessible channel within the intermediate DI, unless otherwise directed by Owner. The cut sections of the pipeliner shall be sealed around the outer perimeter using cement/epoxy material with a smooth water-tite finish. The finished pipelined product shall be continuous over the length of the pipe reconstructed and be free from dry spots, delamination, and lifts. During the one-year warranty period, any defects that will affect the integrity or strength of the product shall be repaired at Contractor's expense in a manner mutually agreed upon by Owner and Contractor.

REQUEST FOR QUOTATION
2026-03 Pipelining Rehabilitation Project

3.4.2 Measurement & Payment: CIP Pipelining cleaning, installation, curing, cutting, sealing and other incidental items will be measured and paid by the Linear Feet (LF) in place, rounded to the nearest foot. The City will not compensate the Contractor for remaining material that was overestimated and not installed. The quantities will be paid for at the contract unit price bid for this item, which shall be full compensation for all material, labor, tools, equipment, supplies, and incidentals necessary to complete the work. The City will hold a 10% retainage pending final acceptance of the job.

3.5 Lateral Reconnection: This work shall consist of, and not be limited to, the removal of any existing lateral protrusions, the reestablishment of service to lateral connections by cutting holes in the new pipeliner system, and within reasonably close conformity with the lines, grades, dimensions, and locations shown on the drawings, found existing in the field or established by the City's engineer.

3.5.1 Materials & Methods: Before the storm sewer is lined, all existing laterals connections that protrude into the storm pipe beyond the interior surface shall be cut flush, smooth and removed. After the storm sewer has been lined, all existing active and inactive lateral connections, shall be reestablished, or otherwise verified by City's engineer. The reestablishment of laterals shall be done without excavation, unless otherwise allowed by Owner. Reestablishment of service laterals will be accomplished from the interior of the storm sewer by means of a televised camera directed cutting device, unless otherwise allowed by Owner. All re-cut lateral connections shall be round and free of burrs, frayed edges, or any restriction or lipped edges that would prevent free water flow. Location of the lateral connections shall be made by CCTV Inspection of the pre-pipelining recording and visual identification of dimpled areas. All coupons cut from the liner for reopening of lateral connections shall be retrieved from the storm sewer, accounted for by Contractor and submitted to the City.

3.5.2 Measurement & Payment: Lateral Reconnection will be measured by Each unit in place. The quantities will be paid for at the contract unit price bid for this item, which shall be full compensation for all material, labor, tools, equipment, supplies, and incidentals necessary to complete the work. The City will hold a 10% retainage pending final acceptance of the job.

3.6 Allowances: This section specifies procedures for Allowances which shall be included in the contract price. Allowances have been established to accommodate for, at a later date, the actual cost for unanticipated work which the exact quantity cannot be determined at the time of bidding and to defer the selection of actual materials, labor and equipment.

REQUEST FOR QUOTATION
2026-03 Pipelining Rehabilitation Project

3.6.1 Material & Methods: Utilizing the Allowances pay item will not be permitted without prior approval of the City. Unanticipated work will be accounted for by unit bid prices, an agreed upon lump sum, or the actual cost of labor, materials, rental and/or other applicable costs. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated with related work.

3.6.2 Measurement & Payment: A lump sum for Allowances has been provided for the City's contingency fund to be used as the City directs. Allowance will be paid on an agreed upon manner with the contractor. If there are no unanticipated works, then the Allowances will not be utilized or paid.

3.7 CCTV Inspection: This section specifies procedures for Closed-Circuit Television (CCTV) Inspection of pipe location/sections that are intended for pipelining. Pre and Post video recordings shall be made for each location of CIP pipelining. This bid item shall be included in the contract bid price. CCTV Inspection has been included to accommodate for the actual cost for inspecting the intended and, if necessary, additional alternate locations or sections.

3.7.1 Material & Methods: The Contractor shall video record each storm sewer to provide a detailed record of existing conditions, lateral connections and post construction conditions. Experienced personnel trained in locating breaks, obstacles, and lateral connections by CCTV shall perform inspections of pipelines. The Contractor shall be responsible for confirming pipe diameters, lengths, and locations of all lateral connections prior to installing the CIP Pipeliner. Lateral pipes shall not be inspected or recorded.

Where dewatering is required, the contractor shall bypass pump storm water around the area of construction. The temporary bypass shall be made by damming or plugging, if necessary, an upstream section and pumping the storm water to the appropriate downstream section. At no point shall dewatering cause flooding to adjacent property owners. Erosion & Sediment control devices (silt fences, filter socks, etc.) shall be utilized where applicable.

After the Work is completed, the contractor shall provide Pre and Post video recordings to the City's engineer, showing before and after conditions of the pipelined storm sewer pipes, including lateral connections. Utilize a radial view camera to allow proper inspection of before and after lateral reconnections. Post video recordings shall be considered incidental and shall be included in the bid price for CCTV Inspection.

REQUEST FOR QUOTATION
2026-03 Pipelining Rehabilitation Project

3.7.2 Measurement & Payment: CCTV Inspection will be measured and paid by the LF recorded rounded to the nearest foot. The quantities will be paid for at the contract unit price bid for this item, which shall be full compensation for all material, labor, tools, equipment, supplies, and incidentals necessary to complete the work.

- 4. CONTRACT AWARD:** The Contract is intended to provide the City with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 5. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
- 6. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
- 7. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 3. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
- 8. PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

No Additional Project Plan Documents: There are no additional Project Plans other than those attached hereto as an Exhibit or as any subsequent addenda.

- x **Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below:

To Obtain the Google Earth File for the Project: email bids@cityofcharleston.org. The subject line must say 2026-09 GOOGLE EARTH FILE REQUEST. The body of the email must include the vendor's name, address, phone number, contact name, and email address.

9. CONDITIONS OF THE WORK

REQUEST FOR QUOTATION
2026-03 Pipelining Rehabilitation Project

- 9.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- 9.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the City's representative. Vendor must also immediately notify the City if suspected hazardous materials are encountered.
- 9.3. Standard Work Hours:** The standard hours of work for this Contract will be Monday through Friday, 8am to 5pm EST excluding holidays recognized by the City of Charleston. Any work outside of the standard hours of work must be approved in advance at the City's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.
- 9.4. Project Closeout:** Project Closeout shall include the following:
- 9.4.1 Final Cleanup:** It shall be the responsibility of the vendor to always keep the construction area clean from trash and debris. Vendor shall take measures to protect all utility and manhole lids from concrete splatter during each pour ensuring future accessibility. The final cleanup shall be reviewed by the City Engineer prior to final payment.
- 9.4.1. Final Inspection:** Vendor shall participate in a final inspection with the City's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to the City's final acceptance of the work. Vendor shall always be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the City project manager at final inspection.
- 10. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to the City's facilities. In the event that access cards and/or keys are required:
- 10.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 10.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

REQUEST FOR QUOTATION
2026-03 Pipelining Rehabilitation Project

10.3. Vendor shall notify the City immediately of any lost, stolen, or missing card or key.

10.4. Anyone performing under this Contract will be subject to the City's security protocol and procedures.

10.5. Vendor shall inform all staff of City's security protocol and procedures.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

REQUEST FOR QUOTATION
2026-03 Pipelining Rehabilitation Project

PROPOSED EXCEPTIONS AND DEVIATIONS

Bidder shall fully describe every variance, exception and/or deviation. Please include with your pricing page. Additional sheets may be used if required.

REQUEST FOR QUOTATION
2026-03 Pipelining Rehabilitation Project

Pricing Page

We agree to sell and perform for the City of Charleston the above project as described in the attached specifications for the price listed below:

Description	Unit	Quantity	Unit Cost	Item Total
Item 3.2 – Mobilization (≤5%)	LS	1		
Item 3.3 – Traffic Control	LS	1		
Item 3.4 – CIP Pipelining for 8"	LF	165		
Item 3.4 – CIP Pipelining for 10"	LF	1540		
Item 3.4 – CIP Pipelining for 12"	LF	1145		
Item 3.4 – CIP Pipelining for 15"	LF	370		
Item 3.4 – CIP Pipelining for 18"	LF	130		
Item 3.4 – CIP Pipelining for 24"	LF	85		
Item 3.4 – CIP Pipelining for 30"	LF	50		
Item 3.5 – Lateral Reconnect	EA	10		
Item 3.6 – Allowances	LS	1	\$30,000.00	\$30,000.00
Item 3.7 – CCTV Inspection	LF	3500		
			PROJECT	
			TOTAL:	

All items required for project completion but not listed separately shall be considered incidental to the items shown. Quantities are estimates for bidding purposes only; the City of Charleston will only pay for actual quantities installed. The City of Charleston reserves the right to vary quantities up to 50% with no increase in unit price. Specified locations are subject to change during construction.

REQUEST FOR QUOTATION
2026-03 Pipelining Rehabilitation Project

(Company) _____

(Signature) _____

(Printed Name) _____

(Title) _____

(Date) _____

(Phone Number) _____

(Email Address) _____

REQUEST FOR QUOTATION
2026-03 Pipelining Rehabilitation Project

PROJECT PLANS

Project Plans Begin on Next Page

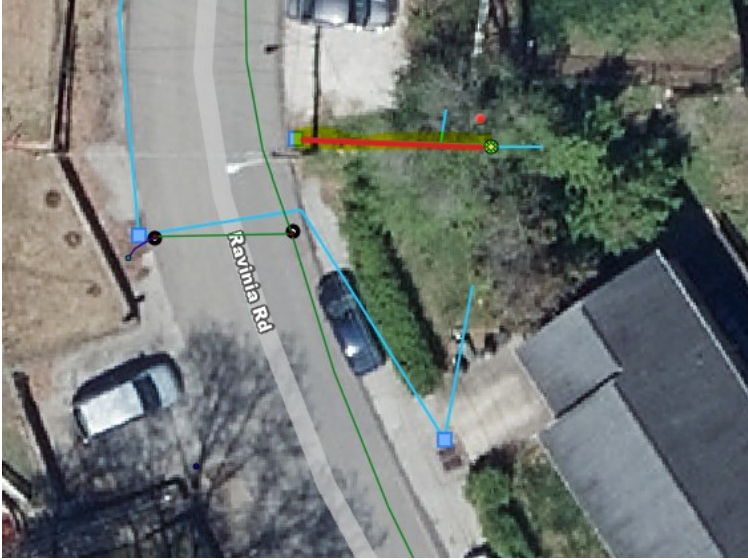
APPENDIX

Location Maps & Site Photos

Overview Map



1415 Ravinia Rd, 10" CMP, 40 LF, 1 tap (red lines represent sections to be lined)



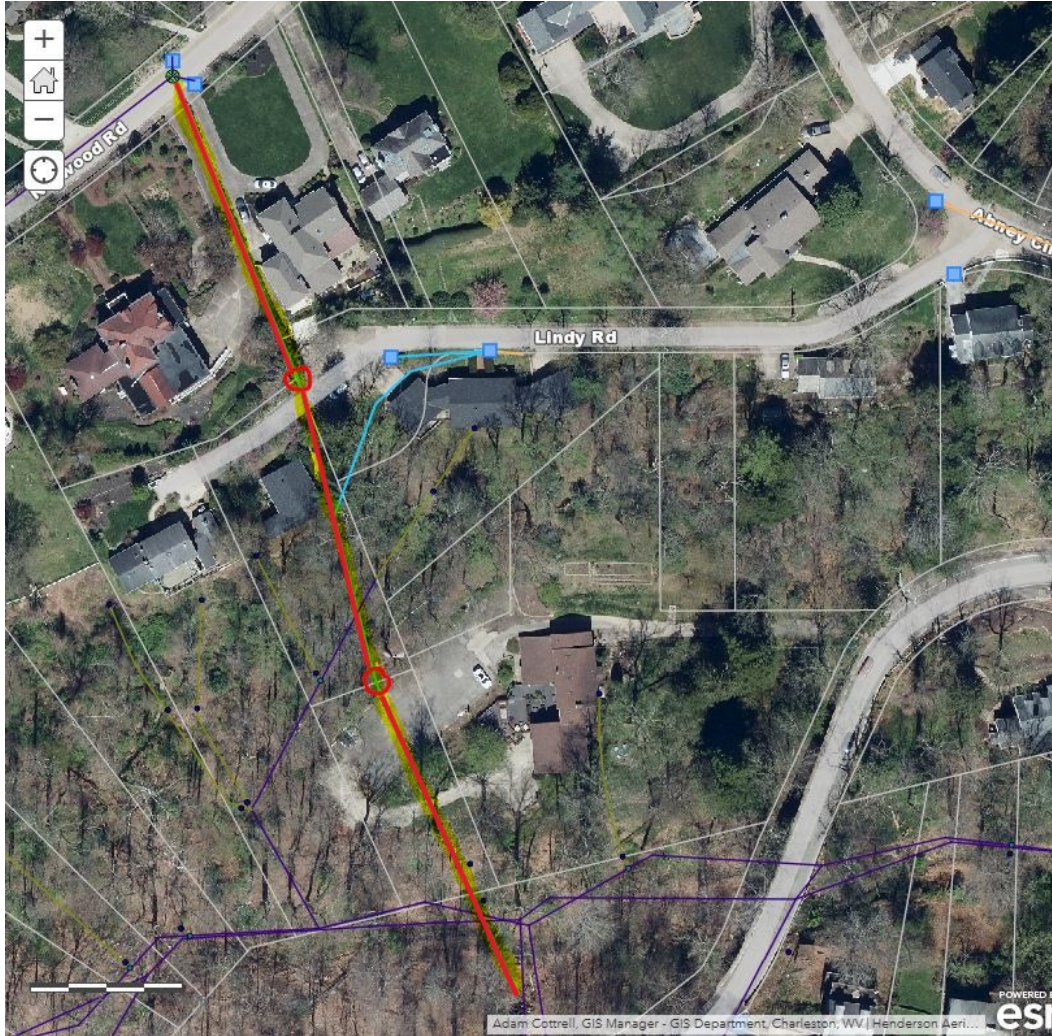
1139 Emerald Rd, 8" Clay, 165 LF, 2 taps



City of Charleston, WV, [2025 Pipelining Project](#)

14 Norwood to 15 Lindy to 1125 Louden Hts, 12" Clay & CMP, 680 LF, 3 taps

Red circles are either spot repairs or inlets installed by City St. Dept.



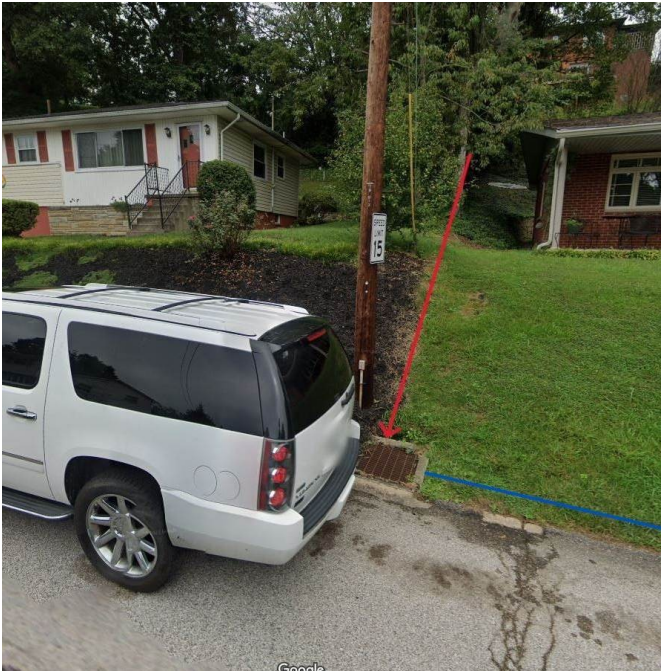
15 Lindy, midpoint inlet needs installed by City St. Dept.



Spot repair at circled location by City St. Dept.



836 Beaumont to 847 Carroll, 12" Concrete, 260 LF



836 Beaumont to 847 Carroll, Midpoint inlets



847 Carroll, outlet



1932 Parkwood, 12" CMP & CPP, 35 LF



City of Charleston, WV, [2025 Pipelining Project](#)

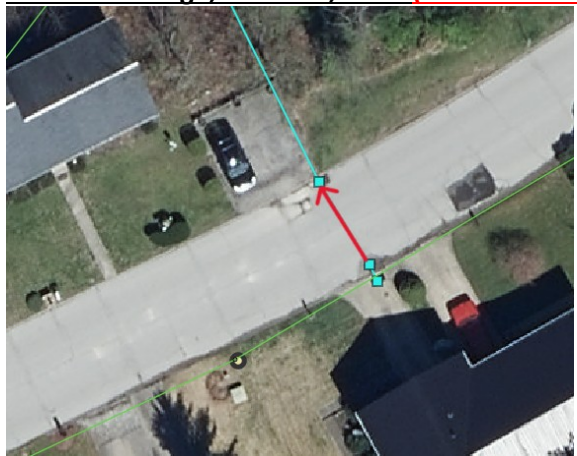
1981 Parkwood, 15" CMP, 190 LF, 1 tap



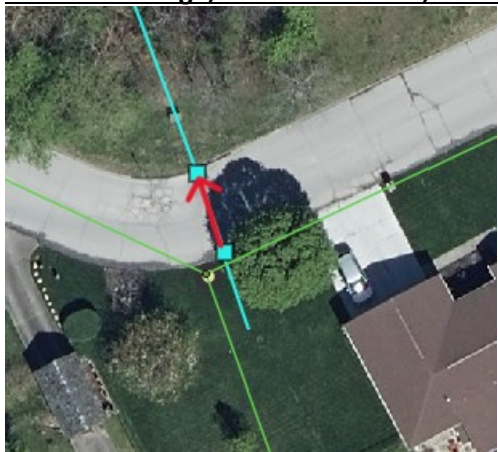
1981 Parkwood, outlet



114 Woodbridge, 12" CMP, 35 LF (traffic control plan needed)



107 Woodbridge, 24" CMP & Steel, 35 LF (traffic control plan needed)



City of Charleston, WV, [2025 Pipelining Project](#)

1732 Shadybrook, 15" CMP, 180 LF, 2 taps; (City St. Dept. will open junction box in mulched area)



1732 Shadybrook Rd
Charleston, West Virginia



115 Lucado Rd, 18" CMP, 60 LF, **(traffic control plan needed)**



1410 Woodmere, 24" CMP, 50 LF

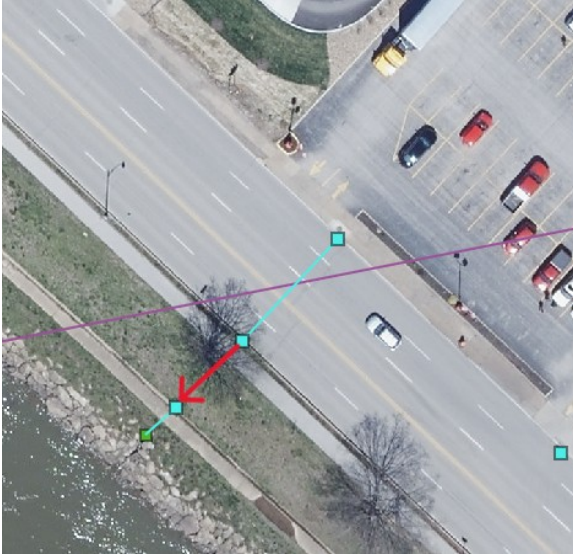


815 Bridge Rd, 12" CMP, 35 LF, **(traffic control plan needed)**



116 Kanawha Blvd, 10 VCP, 50 LF

(2' sect. repair by Utility Co.)

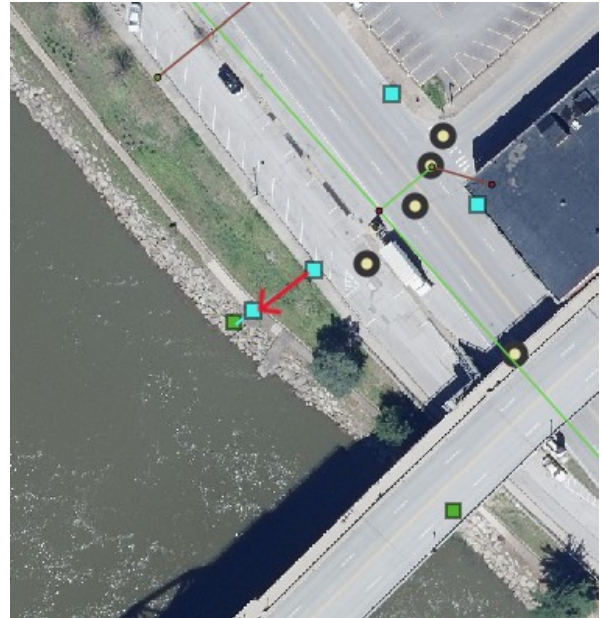


(Traffic control plan needed for all Blvd.)

300 Kanawha Blvd, 10 VCP, 50 LF

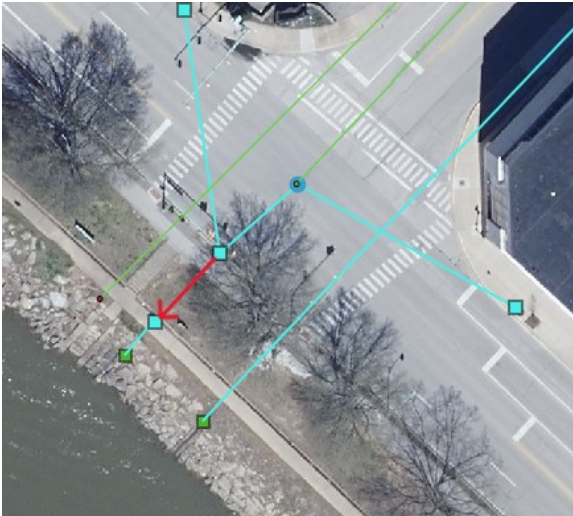


900 Kanawha Blvd, 10 VCP, 50 LF



124 Kanawha Blvd, 10 VCP, 50 LF

(2' sect. repair by City St. Dept.)



224 Kanawha Blvd, 10 VCP, 50 LF



1002 Kanawha Blvd, 10 VCP, 50 LF

(2' sect. repair by City St. Dept.)



1012 Kanawha Blvd, 10 VCP, 50 LF

(2' sect. repair by Utility Co.)



1210 Kanawha Blvd, 10 VCP & PVC, 50 LF

(2' sect. repair by City St. Dept.)



1108 Kanawha Blvd, 10 VCP, 50 LF

(2' sect. repair by City St. Dept.)



1320 Kanawha Blvd, 10" Clay, 50 LF



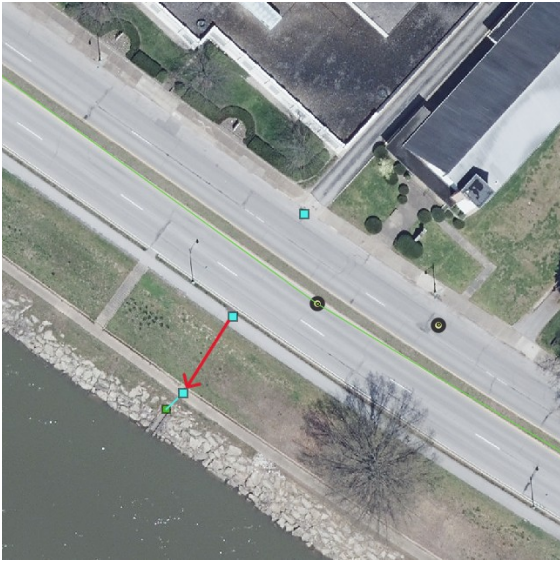
1202 Kanawha Blvd, 18" VCP,CMP,HDPE, 70 LF



1402 Kanawha Blvd, 10" CMP, 50 LF



1418 Kanawha Blvd, 10" VCP, 50LF



1550 Kanawha Blvd, 10" VCP,PVC, 50 LF

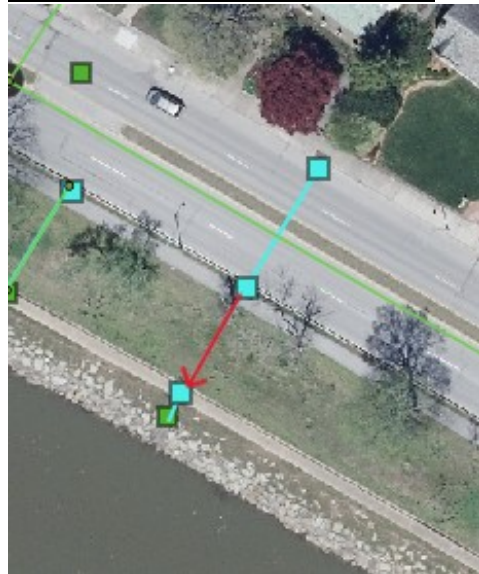


1500 Kanawha Blvd, 10 VCP, 50 LF

(2' sect. repair by City St. Dept.)



1564 Kanawha Blvd, 10" VCP, 50 LF



1520 Kanawha Blvd, 10" VCP, 50 LF

(2' sect. repair by City St. Dept.)



1580 Kanawha Blvd, 10" PVC,VCP, 50 LF (EA)



1598 Kanawha Blvd, 10" VCP, 50 LF



1716 Kanawha Blvd, 10 VCP, 50 LF



1618 Kanawha Blvd, 10 VCP,PVC, 50 LF



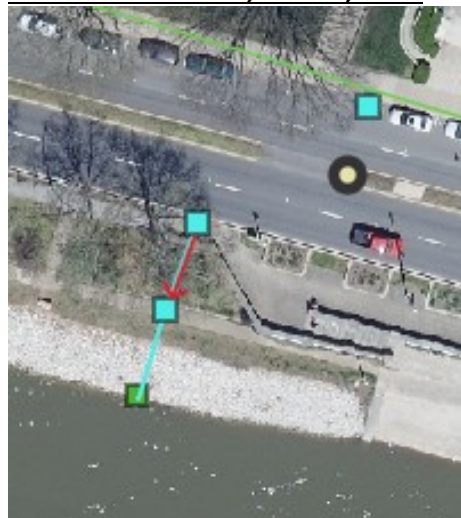
1901 Kanawha Blvd, 10 VCP, 50 LF



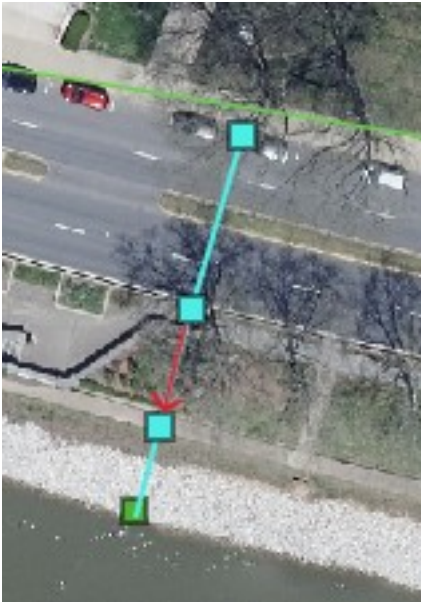
1710 Kanawha Blvd, 10 VCP, 50 LF



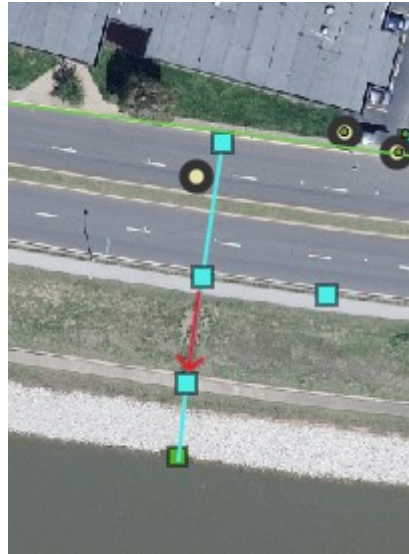
1903 Kanawha Blvd, 10 VCP, 50 LF



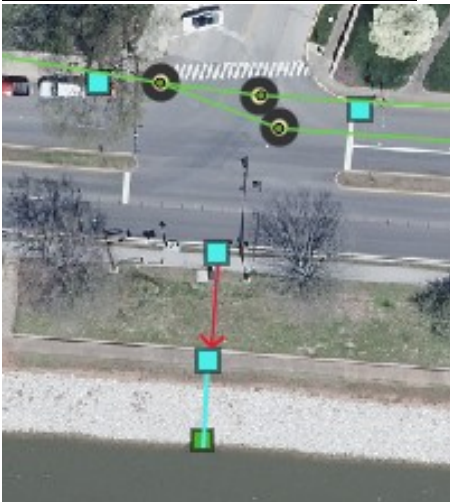
1905 Kanawha Blvd, 10 VCP, 50 LF



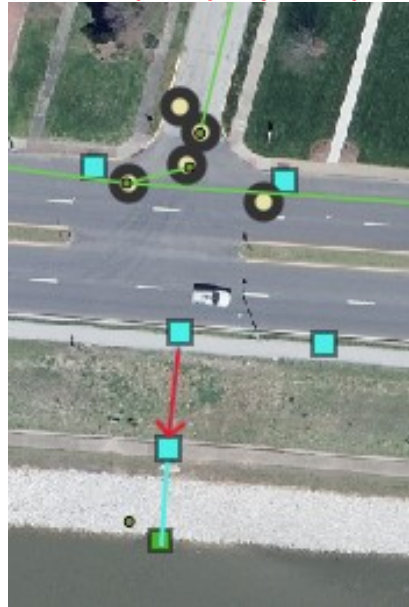
2106 Kanawha Blvd, 10 VCP, 50 LF



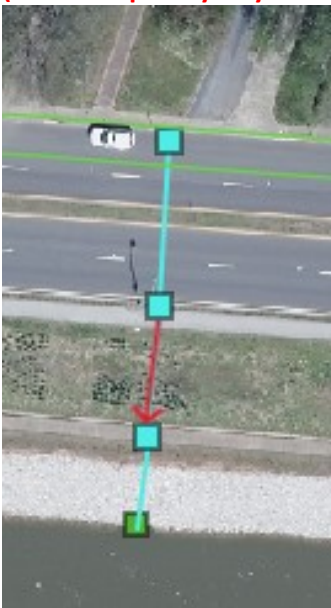
2002 Kanawha Blvd, 10 VCP, 50 LF



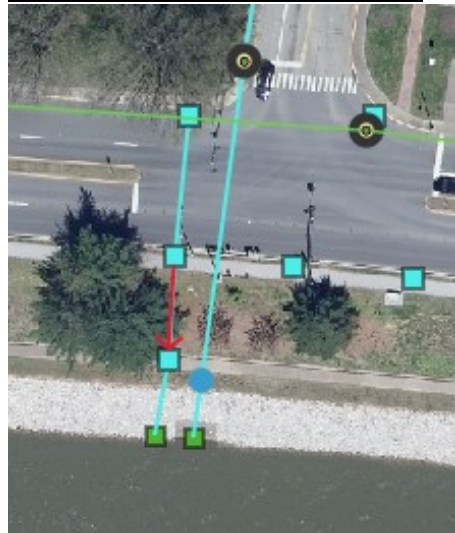
2116 Kanawha Blvd, 10 VCP, 50 LF
(2' sect. repair by City St. Dept.)



2016 Kanawha Blvd, 10 VCP, 50 LF
(2' sect. repair by City St. Dept.)



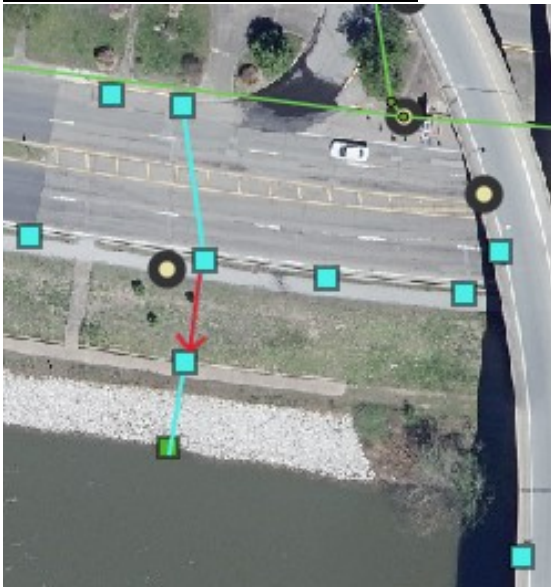
2324 Kanawha Blvd, 10 VCP, 50 LF



2424 Kanawha Blvd, 10 VCP, 50 LF



2524 Kanawha Blvd, 10 VCP, 50 LF





City of Charleston, WV

2026-09 Pipelining Rehabilitation Project

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

Address:	
Date:	
Time:	

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the City of Charleston, WV.



City of Charleston, WV

2026-09 Pipelining Rehabilitation Project

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the City of Charleston's Purchasing Director. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number and name in the subject line.

QUESTION SUBMISSION DATE:	Tuesday, September 23, 2025
QUESTION SUBMISSION TIME:	10:00am



City of Charleston, WV
2026-09 Pipelining Rehabilitation Project

Submit Questions to:

Billie S. Hancock, Purchasing Director
City of Charleston
501 Virginia Street East, Room 101 Charleston, WV 25301
Email: bids@cityofcharleston.org

4. BID SUBMISSION: Paper bids will be accepted either by hand delivery, mail, or courier service. Electronic bids will be accepted through the online procurement platform BidExpress. Emailed bids will **not** be accepted. Regardless of delivery method, bids must be **received** by the City on or before the date and time of the bid opening. Any bid received by City staff is considered to be in the possession of the City and will not be returned for any reason. Bids that are not received through an approved method listed in these instructions, prior to the closing date and time, will not be considered for contract award.

BID OPENING DATE:	Tuesday, September 30, 2025
BID OPENING TIME:	2:00pm

Submit bids to:

Paper Bids Submitted to:	Billie S. Hancock, Purchasing Director City of Charleston 501 Virginia Street East, Room 101 Charleston, WV 25301
Electronic Bids:	www.bidexpress.com

5. BID DOCUMENTS: The following criteria must be met when submitting bids:

5.1 Paper bids must have the following marked on the outside of the sealed envelope:

- A.** Vendor Name
- B.** Vendor Address



City of Charleston, WV

2026-09 Pipelining Rehabilitation Project

C. Solicitation Number and Name

D. BID OPENING DATE and BID OPENING TIME

5.2 The following forms must be completed and returned with Vendor's bid submission regardless of delivery method:

1. Pricing Page
2. Contact and Signature Form
3. Purchasing Affidavit
4. Protest Acknowledgement Form
5. Addendum Acknowledgement Form
6. Local Vendor Form (if Applicable)
7. Certification of Insurance
8. Any Required Certifications or License (if Applicable)
9. Any and all additional forms listed in the Specifications or Terms and Conditions
10. Bid Bond (if Applicable)
11. Drug Free Affidavit (if Applicable)
12. Subcontractor List (if applicable)
13. Federal Funds Addendum (if Applicable)

6. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the City. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

7. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

8. ALTERNATE MODEL OR BRAND: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to



City of Charleston, WV

2026-09 Pipelining Rehabilitation Project

reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the City at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

9. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

10. LOCAL VENDOR PREFERENCE: A local vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. The vendor has marked on its bid submission that it is requesting to be considered a local vendor for bid evaluation purposes; the vendor provides documentation evidencing that it has the right to conduct business in the State of West Virginia; and the vendor submits an affidavit confirming that it has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City and has had an active and current business and occupation tax account with the City Collector during the entire preceding one-year period. Competitive advantages shall be applied in the following manner:

1. A competitive advantage of 4% shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the lowest responsible bidder submits a bid that is greater than \$25,000 but does not exceed \$125,000.
2. The competitive advantage of \$5,000 shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the lowest responsible bidder submits a bid that is greater than \$125,000.



City of Charleston, WV

2026-09 Pipelining Rehabilitation Project

11. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

12. BUSINESS & OCCUPATION TAX: The City of Charleston broadly imposes a Business & Occupation Privilege Tax for the act or privilege of engaging in business activities within the City of Charleston. Business & Occupation Tax is measured by the application of rates against gross receipts or gross income of the business. All business activities are classified, and the classifications are significant because the tax liability varies based on the different rates established for the specific types of business activities. Individuals or businesses who do not have a physical location or office located in the City of Charleston are also subject to Business & Occupation Tax if they:

1. Lease tangible personal property to lessees in Charleston
2. Perform construction or installation contracts in Charleston
3. Render services in Charleston.
4. Business & Occupation Tax should be considered when preparing your bid. If you are uncertain as to your business activity or how your business should properly calculate the tax when preparing your bid, please contact us at botax@cityofcharleston.org.

NOTE: No contract or purchase of materials or equipment will be awarded to a company whose Business & Occupation Tax status is delinquent.

13. NON-RESPONSIBLE: The City reserves the right to reject the bid of any vendor as non-responsible in accordance with W. Va. Code of State Rules § 148- 1-5.3, when the City determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

14. ACCEPTANCE/REJECTION: The City may accept or reject any bid as whole, or in part, and may make partial awards if appropriate and necessary based on unit price.

15. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§5-22-1 et seq., 5G-1- 1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq. DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR



City of Charleston, WV

2026-09 Pipelining Rehabilitation Project

OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE. Submission of any bid, proposal, or other document to the City constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The City will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.



Solicitation: 2026-09 Pipelining Rehabilitation Project

GENERAL TERMS AND CONDITIONS

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the City of Charleston, WV, constitutes acceptance by the City of this Contract made by and between the City of Charleston and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract. The plans, specifications, and other specified provisions thereto and Vendor's response thereto, including but not limited to specifications, warranty information, any addendums, and all other information provided by Vendor, are incorporated herein and made a part hereof, collectively, as "Attachment A."

In consideration of such payments and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vendor agrees to provide the Materials and perform the Services in accordance with the provisions of this Agreement, Attachment A, and all other exhibits attached hereto and documents incorporated herein by reference.

The parties acknowledge and agree that Attachment A is intended to and shall supplement the terms of this Agreement, but in the event of any inconsistency between the provisions of this Agreement and Attachment A, City shall have the exclusive right to elect which provision shall control. The parties further acknowledge and agree that in the event of any inconsistency between the Request, including attachments thereto, and Vendor's responses, including any attachments thereto, contained in Attachment A, City shall have the exclusive right to elect which provision shall control.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "City" means the City of Charleston, WV, that is identified on the first page of the Solicitation seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendor's submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the City and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Solicitation" means the official notice of an opportunity to supply the City with goods or services that is published by the City.



Solicitation: 2026-03 Pipelining Rehabilitation Project

2.5. “Vendor” or “Vendors” means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ Term Contract Initial Contract Term: The Initial Contract Term will be for a period of _____. Renewal Term: This Contract may be renewed upon the mutual written consent of the City and the Vendor. All requests for renewal must be submitted in writing thirty (30) days prior to the expiration date of the initial contract term or an appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. This Contract becomes effective on the effective start date listed on the Notice to Proceed.

☐ Fixed Period Contract: This Contract becomes effective upon Vendor’s receipt of the notice to proceed and must be completed within _____ days or by/on the date listed in Section _____ of the Solicitation.

☐ Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor’s receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days or by/on the date listed in Section _____ of the Solicitation. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods, provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and City.

☐ One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.



Solicitation: 2026-03 Pipelining Rehabilitation Project

[x] Construction/Project: This Contract becomes effective on the effective start date listed on the Notice to Proceed and shall be completed within 6 months.

[] Other: _____. effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired. This Contract becomes effective on the effective start date listed on the Notice to Proceed.

4. PROCUREMENT OF AGREEMENT: Vendor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee, or any other compensation.

Vendor represents and warrants that it is authorized to do business in the State of West Virginia and may lawfully perform the Services and provide the Materials required by this Agreement without violating any Federal, State, or local law or regulation.

The Vendor represents and warrants that the execution, delivery and performance hereof including the performance of the Services and the sale of the Materials have been authorized and approved by all necessary action on its behalf, constitutes its valid and binding obligation and that the same shall not violate any law or agreement binding on or applicable to Vendor.

5. FAIR PRACTICES: Vendor, and each person signing on behalf of Vendor, represents, warrants, and certifies, under penalty of perjury, that to the best of their knowledge and belief:

The prices in Attachment A have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such price with any other bidder or with any competitor.

Unless otherwise required by law, the prices stated in this Agreement and Attachment A have not been knowingly disclosed by Vendor prior to the proposal opening, directly or indirectly, to any other bidder or to any competitor.

No attempt has been made or will be made by Vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

6. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract upon the date of the Notice to Proceed signed by the City Manager or their designee.



Solicitation: 2026-09 Pipelining Rehabilitation Project

7. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the City. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor and City.

☒ **Construction:** This Contract is for construction activity more fully defined in the specifications.

8. EMERGENCY PURCHASES: The City may authorize a purchase of goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the City shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the City from fulfilling its obligations under a One-Time Purchase contract.

9. REQUIRED DOCUMENTS: In addition to any requirements under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the City. The request may be prior to or after contract award at the City's sole discretion. All of the items checked in this section must be provided to the City by the Vendor as specified:

☒ **LICENSE(S) WV Contractor's License**

☐ **CERTIFICATION(S)**



Solicitation: 2026-09 Pipelining Rehabilitation Project

☒ **PERMIT(S) : See Section 3.3 Traffic Control of RFQ Specifications.**

☐

☐

☒ The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications, regardless of whether or not that requirement is listed above.

10. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award and shall name the City as an additional insured for purposes of this Agreement and the indemnity provisions herein. Vendor shall be responsible for the payment of all deductibles. All policies shall provide primary coverage, shall reflect that the Vendor is responsible for any and all deductibles, and shall otherwise be in such form and with such endorsements and riders as the City shall specify. Insurance coverage required herein shall be furnished by a company approved by the insurance commission of the State of West Virginia. In the event that Vendor's insurer denies coverage or terminates Vendor's insurance coverage, the City may, at its option, terminate this Agreement immediately. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the City with proof that the insurance mandated herein has been continued. Vendor must also provide the City with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award, regardless of whether that insurance requirement is listed in this section. Vendor must maintain:

☒ Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

☒ Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

☐ Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence.

☐ Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.



Solicitation: 2026-09 Pipelining Rehabilitation Project

☐ Cyber Liability Insurance in an amount of: _____ per occurrence.

☐ Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

☐ Pollution Insurance in an amount of: _____ per occurrence.

☐ Aircraft Liability in an amount of: _____ per occurrence.

11. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers' compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

12. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the City's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

13. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the City that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

14. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the City. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the City in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the City and invoice at the lower of the contract price or the publicly advertised sale price.

15. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid monthly or annually in advance.

Requests for payment for Materials provided and Services performed in any month shall be prepared and submitted monthly by Vendor in the form of a proper detailed invoice. The City



Solicitation: 2026-09 Pipelining Rehabilitation Project

will pay proper requests for payments within thirty (30) days following City's receipt of a proper request for payment. For contracts involving construction services or architecture and engineering services, the City may withhold ten percent (10%) of each interim payment. Vendor shall provide a certified payroll with each invoice submitted. **Invoices shall be mailed to: City Manager, City of Charleston, P.O. Box 2749, Charleston, WV 25330, or hand delivered to City Manager, 501 Virginia Street East, Charleston, WV.**

City may reject any Services or Materials that do not conform to this Agreement or Attachment A, provided that approval shall not be unreasonably withheld. No payment shall be made until said services are performed to the satisfaction of the City. Vendor shall immediately correct such non-conforming Services or Materials without additional cost to City.

City agrees to pay Vendor the retainage amount accrued and the remaining Total Contract Amount within thirty (30) working days of completion of all the following:

1. Inspection of the Materials and Services by City;
2. Acceptance of the Materials by City;
3. Timely completion of the Services to the satisfaction of City; and
4. Receipt by City of a proper invoice from Vendor.

16. TAXES: The Vendor shall pay and be solely responsible for any applicable sales, use, personal property, or any other taxes directly or indirectly arising out of this Contract and the transactions contemplated thereby, including but not limited to municipal Business and Occupation Taxes. The City is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES, INTEREST: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the City, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of Vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. CANCELLATION: City shall have the right to terminate this Agreement, in whole or in part, in accordance with the following, or for reasons set forth elsewhere in this Agreement:



Solicitation: 2026-09 Pipelining Rehabilitation Project

- A. Upon the default by Vendor under any covenant or other term or condition of this Agreement or Attachment A, or if any warranty or representation made by Vendor is untrue in any material respect; or
- B. Upon Vendor's becoming insolvent or upon commencement under the Bankruptcy Act of any similar proceeding either voluntarily or involuntarily; or
- C. If funds are not appropriated by City for the purposes of this Agreement. In the event of City's termination pursuant to this section of the Agreement, City agrees to compensate Vendor for all Services and Materials for which funds were appropriated, and which were satisfactorily performed through the date of termination; or
- D. Upon failure by Vendor to perform the Services with sufficient and qualified employees, sufficient and suitable equipment, or with sufficient and suitable Materials to assure the prompt and satisfactory completion of the work; or
- E. If Vendor performs the Services unsuitably or neglects or refuses to remove and replace non-conforming Materials or to correct non-conforming Services to the satisfaction of the City; or
- F. If Vendor fails to maintain General Liability insurance as required herein, with the City and its agents as additional insureds, with limits of at least \$1 million; or
- G. For any other lawful reason, provided that the City provides thirty (30) days' written notice to the Vendor.

Upon such termination resulting from the default of Vendor, City may, in addition to its other rights and remedies hereunder, institute a civil action for damages or specific performance and exercise such other rights and remedies as it may have under applicable law.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Vendor pursuant to this Agreement shall, at the option of the City, become property of the City.



Solicitation: 2026-09 Pipelining Rehabilitation Project

19. TIME: Time is of the essence regarding all matters of time and performance in this Contract. Vendor shall complete the Services to City's satisfaction:

☒ Project will be substantially completed within Six (6) months.

☐ Within a reasonable time of receiving the notice to proceed

unless the term herein shall be extended by the mutual written agreement of the Parties hereto. If Vendor fails to perform its obligation to provide the Materials and complete the Services by such date, or otherwise breaches the terms of this Agreement or Attachment A, City may, but without any obligation to do so, terminate this Agreement immediately, call Vendor's bonds, engage another vendor or vendors to provide the Materials and/or complete the Services as City may determine, and seek monetary damages from Vendor in addition to other remedies available under this Agreement, Attachment A, or applicable law. Vendor shall not be responsible for: (1) delays occasioned by circumstances beyond the control of Vendor, including property access, labor strikes, lockouts and unavoidable casualties or causes; or (2) changes ordered by City, unless the changes were necessary to correct defects or non-compliance of the Services or the Materials.

20. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. If Vendor fails to comply with the aforementioned laws and/or requirements, the City may, at its discretion, take appropriate action, including, but not limited to, calling Vendor's bonds and/or terminating this Agreement immediately.

20.1. SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

21. PROHIBITED ACTIVITY: During the performance of this Agreement, Vendor or personnel employed hereunder shall not use their position as a Contractor for the City of Charleston to directly promote political activities, inherently religious activities, lobbying, political patronage, or nepotism activities.

22. DILIGENT REVIEW BY VENDOR AND ABILITY TO PERFORM THE SERVICES: Vendor agrees and acknowledges that:



Solicitation: 2026-09 Pipelining Rehabilitation Project

- A. Vendor has examined and carefully studied this Agreement, Attachment A hereto, and other related data identified in the request for bids and the plans, specifications, and other specified provisions thereto;
- B. Vendor has visited the site of the project, has become familiar with it, and is satisfied as to the general, local, and site conditions that may affect cost, progress, provision of the Materials, and performance of the Services;
- C. Vendor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site of the project which may affect cost, progress, provision of the Materials or performance of the Services or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by this Agreement, Attachment A, and all safety precautions and programs incident thereto;
- D. Vendor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the provision of the Materials or performance of the Services at the Total Contracted Price stated herein.
- E. Vendor has given the City Manager and/or the design engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor has discovered in this Agreement and Attachment A hereto, and the written resolution thereof by the City Manager and/or design engineer is acceptable to Vendor; and
- F. This Agreement and Attachment A hereto are generally sufficient to indicate and convey understanding of all terms and conditions for provision of the Materials and performance of the Services to the satisfaction of the City.

23. TRAFFIC CONTROL: Vendor shall always conduct work in such a manner and in such sequence as will assure the least interference with traffic. During the performance of the Services, Vendor shall be solely responsible for putting in place adequate safety measures



Solicitation: 2026-09 Pipelining Rehabilitation Project

and warnings for both pedestrians and vehicular traffic, including, but not limited to, barricades, flashing lights, flaggers, and all other measures required by law or necessary under the circumstances. Vendor should anticipate pedestrian traffic and shall provide adequate measures to protect the work and the public.

24. RESPONSIBILITY OF AVOIDING STRUCTURES: Vendor shall assume full responsibility for the protection of all property owned by City or by any third party in the vicinity of the project. Vendor shall notify the City Manager if Vendor's work encroaches on structures or property owned by a third party in the area of the project. Vendor shall replace or repair at Vendor's expense any and all property of any kind damaged as a result of Vendor's work at no additional cost to the City.

25. ACCESS: City agrees to take all actions necessary to allow Vendor and its subcontractor(s) authority to enter the property upon which Vendor's Services are to be performed. Vendor shall take all reasonable precautions to minimize any damage to the property covered by the Agreement and to any adjoining property. Any cost of correction, repair, or replacement to such property, or adjoining properties, shall be borne by Vendor.

26. CLEAN UP: Vendor shall pick up all debris and materials resulting from its work and remove it from the job site. Vendor shall dispose of all debris resulting from its work at its own expense and in conformity with applicable Federal, State, and local health and sanitary codes and laws. Vendor shall be responsible for complete and lawful removal of any and all hazardous material/debris resulting from Vendor's work activities from the job site. The final clean up shall be reviewed and approved by the City Engineer prior to final payment.

27. DISPUTE RESOLUTION, JURISDICTION AND VENUE: Any references to arbitration contained in the Agreement are hereby deleted, as is any requirement to waive a jury trial. If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default, or other dispute through negotiation and/or mediation. If the parties cannot resolve the matter without litigation, the Parties acknowledge and agree that either the Circuit Court of Kanawha County, West Virginia, or the Federal District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default, or other dispute giving rise to the litigation. Any language requiring or permitting disputes under the Agreement to be resolved in any other court is deleted. Vendor acknowledges and agrees that resolution agreements reached through consultation and negotiation, or any other form of dispute resolution, may be subject to approval by City's governing body during a public meeting.



Solicitation: 2026-09 Pipelining Rehabilitation Project

28. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the City and the Vendor and, for any modification to be enforced against City, shall reference the Section of this Agreement to be modified and specifically identify the term, condition, or obligation to be modified. Any change to existing contracts that adds work or changes contract cost, and was not included in the original contract, must be approved by the City.

29. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

30. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the City, such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

31. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the City.

32. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

33. CITY EMPLOYEES: City employees are not permitted to utilize this Contract for personal use, and the Vendor is prohibited from permitting or facilitating the same.

34. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the City, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the City's policies, procedures, and rules.

35. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will



Solicitation: 2026-09 Pipelining Rehabilitation Project

be disclosed to the public following the bid/proposal opening or award of the contract, as required by the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq. DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE. Submission of any bid, proposal, or other document to the City constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The City will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

36. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia State Tax Division, West Virginia Offices of the Insurance Commissioner, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the City to verify that the Vendor is licensed and in good standing with the above entities.

36.1 SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are required to be licensed, in good standing, and up to date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

37. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from the City, the Vendor agrees to convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the City. Such assignment shall be made and become effective at the time the City tenders the initial payment to Vendor.



Solicitation: 2026-09 Pipelining Rehabilitation Project

38. VENDOR NON-CONFLICT: Vendor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict or compromise in any manner or degree with the performance of the Services or the provision of Materials as herein provided. Any such interests shall be promptly presented in detail to the City.

39. VENDOR RELATIONSHIP: The relationship of the Vendor to the City shall be that of an independent contractor, and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor nor any employees or subcontractors of the Vendor shall be deemed to be employees of the City for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the City and shall provide the City with a defense against any and all claims, including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

40. INDEMNIFICATION: In addition to, and not in lieu of the indemnity provisions set forth in this Section, Vendor agrees that it shall indemnify, defend and hold harmless City, its officers, employees and agents (hereinafter collectively, "City" for purposes of the indemnity, defense, hold harmless and insurance obligations contained in this Agreement) from and against any and all claims, demands, obligations, causes of action, lawsuits, fines, costs, judgments and damages of any character whatsoever, and all expenses associated therewith (including, but not limited to, reasonable attorney's fees and costs), arising from or related in any way to: (i) the operations of Vendor, its officers, agents, employees, subcontractors and its related or affiliated companies (hereinafter collectively, "Vendor" for purposes of the indemnity, defense and hold harmless obligations contained in this Agreement); (ii) Vendor's provision of the Services or Materials; (iii) any act or omission, negligence or misconduct of Vendor; (iv) a breach of this Agreement; (v) failure of Vendor to complete any required work as specified in the Agreement; or (vi) failure of Vendor to perform any obligation contained in the Agreement or otherwise agreed to by Vendor,



Solicitation: 2026-09 Pipelining Rehabilitation Project

whether written or oral. Vendor specifically acknowledges that the indemnification, defense, and hold harmless obligations imposed by this Agreement require Vendor to indemnify and defend City regardless of whether or not any claimant or litigant also alleges that City was negligent. Further, Vendor agrees that its duty to defend and indemnify City does not require a judicial determination of the Vendor's negligence as a precondition of the duty to indemnify and defend City.

In addition to, and not in lieu of the indemnity provisions set forth in this Section, Vendor shall be solely responsible for all physical injuries or death to its officers, agents, employees and subcontractors and, consistent with the obligations imposed by this Agreement, shall indemnify, defend and hold harmless City for such injury or death. Vendor shall be solely responsible for the safety and protection of all of its employees, whether due to the acts and omissions, negligence, fault, or default of Vendor or not. Vendor hereby agrees to purchase and carry workers' compensation insurance for all of its employees and to ensure that all of its subcontractors purchase and carry workers' compensation insurance for all of their employees.

In addition to, and not in lieu of the indemnity provisions set forth in this Section, Vendor shall be solely responsible for any and all damage to any property of the City or of any third-party related in any way to Vendor's operations, provision of the Services or Materials, or any act or omission, negligence or misconduct of Vendor. Consistent with the obligations imposed by this Agreement, Vendor shall indemnify, defend and hold harmless City for any and all such damage, and, in the event of damage to any property of City, shall promptly reimburse City for all costs and expenses of any character upon Vendor's receipt of a demand for reimbursement by City.

The indemnity provided for in the Section herein shall be deemed in addition to and in no way a limitation upon the right of common law indemnification of City, its officers, employees, and agents from Vendor.

41. NO DEBT CERTIFICATION: The City is prohibited from awarding a contract to any bidder that owes a debt to the City. By submitting a bid, or entering into a contract with the City, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the City (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are



Solicitation: 2026-09 Pipelining Rehabilitation Project

in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

42. REPORTS: Vendor shall provide the City with the following reports identified by a checked box below:

☒ Such reports as the City may request.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency.

43. BOOKS, RECORDS, AND AUDIT BY CITY: All vouchers or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which said vouchers or invoices are based, are subject to audit by appropriate City officials. Vendor agrees to maintain and retain separate and accurate books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Vendor agrees to retain all books, records, and other documents relevant to this Agreement for ten years after the final payment or termination of this Agreement, whichever is later. City, State, and Federal auditors, and any other persons duly authorized by the City, shall have full access to and the right to examine any of said materials during said period.

Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by City.

Vendor shall not be entitled to final payment under the Agreement until all requirements of this Agreement and Attachment A have been satisfactorily met.

44. VENDOR'S REPRESENTATION, WARRANTIES, AND GUARANTEE; PROHIBITION AGAINST USED OR REFURBISHED: Unless otherwise agreed to in writing by City or expressly permitted by City in Attachment A, Vendor hereby represents, warrants and agrees that the Materials used in connection with the Agreement are new, in good and marketable condition, have never been used, are sufficient for their intended purposes, are in compliance with the specifications in Attachment A, and that Vendor owns them and has the right to sell and convey them to City free of liens and encumbrances. Vendor hereby assigns to City all rights to any and all warranties and/or guarantees, whether express or implied, made to Vendor by the manufacturers or distributors of the Materials or any part thereof. Vendor agrees to assist the City in enforcing any and all warranties and/or guarantees related to the Materials.



Solicitation: 2026-09 Pipelining Rehabilitation Project

Vendor further warrants that, if any of its completed Services fail to conform to this Agreement or Attachment A, Vendor shall, at its own expense, and provided Vendor is notified of such defect or non-conformity within one year of the completion of the Services, either perform corrective services at no cost to City as may be required to correct such defect or non-conformity or refund to City the amount paid to Vendor for Services that are defective or non-conforming.

45. PROTECTION OF WORK AND MATERIALS; SUSPENSION OF WORK: Vendor shall at all times be solely responsible for the protection of all work and Materials against damage or injury. In the event of temporary suspension of work for any reason, including, but not limited to, inclement weather, Vendor shall immediately take all action(s) necessary to ensure the protection of all work and Materials against damage or injury.

City may suspend work if the City Manager or his designee determines that suspension is in the City's best interest and/or the City elects to terminate this Agreement for any of the provisions contained in this Agreement. The City Manager and/or the designee will deliver to Vendor a Notice of Suspension specifying the extent and duration of the suspension and the effective date thereof. Upon receipt of such Notice of Suspension, Vendor shall immediately proceed to stop work, as specified in the notice, place no further subcontracts or orders for materials (except as necessary to complete any work that is not subject to suspension), and take all action(s) necessary, including any action(s) that the City Manager may direct, for the protection and preservation of the Materials and any property related to this Agreement.

If, in the opinion of the City Manager, any work or Materials have been damaged or injured by reason of failure on the part of the Vendor or his subcontractors to protect their work or Materials, such Materials shall be removed and replaced at the expense of the Vendor.

46. GOVERNING LAW: The Agreement shall be deemed to be executed in the City of Charleston, State of West Virginia, regardless of the domicile of Vendor, and shall be governed by the laws of the City of Charleston and State of West Virginia. This provision replaces any references to any other State's governing law.

The parties agree that any and all claims asserted by or against City arising under this Agreement, or related thereto, shall be heard and determined either in the United States District Court for the Southern District of West Virginia or in the Circuit Court of Kanawha County, West Virginia.

47. CONDITIONS PRECEDENT: This Agreement shall neither be binding on City nor effective until the execution of this Agreement by the City Manager or their authorized representative.



Solicitation: 2026-09 Pipelining Rehabilitation Project

The requirements of this section of this Agreement shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Agreement to be effective and for the expenditure of City funds.

48. GENERAL RELEASE; WAIVER OF MECHANIC'S LIENS: The acceptance by the Vendor and its assignees of the final payment under this Agreement, whether by check, voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to City from any and all claims of and liability to Vendor arising out of the performance of this Agreement. Vendor waives its right to file a mechanic's or other lien in connection with the provision of the Services or Materials.

49. NO CLAIM AGAINST OFFICER, AGENT, OR EMPLOYEES: No claim whatsoever shall be made by Vendor against any officer, employee, or agent of City for, or on account of, anything done or omitted in connection with this Contract.

50. NOTICE BETWEEN VENDOR AND CITY: Vendor and City hereby designate the business mailing addresses set forth in this Agreement as the places where all notice, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Such address may be changed at any time by either party by written notice to the other party in the manner prescribed herein.

Vendor shall identify and provide a superintendent, foreman, or supervisor who shall have the authority to act for Vendor for the purposes of this Agreement.

51. FORCE MAJEURE: In the event of any condition or event, not existing as of the date of execution of the Agreement, not reasonably foreseeable as of such date, and not reasonably within the control of the parties which prevents in whole or in material part the performance of either party of its obligations hereunder, the obligations of each party to perform under the Agreement shall be suspended until the cause no longer prevents or makes impracticable either party's performance at which time all obligations shall resume. Either party shall have the right to terminate this Agreement upon written notice to the other should the condition or event continue for a period of two (2) days or more. Force Majeure events or conditions shall include, but not be limited to, riots, war, governmental action, strikes or lockouts (other than the parties), epidemics, floods, earthquakes, and explosions.

52. ENTIRE AGREEMENT: This Agreement, including Attachment A and all other exhibits attached hereto, and documents incorporated herein by reference, constitutes the entire Agreement between City and Vendor and supersedes all prior or contemporaneous communications, whether electronic, oral, or written, between City and Vendor.



Solicitation: 2026-09 Pipelining Rehabilitation Project

53. HEADINGS: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

54. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force or effect.

55. SURVIVAL: The insurance and indemnity obligations contained in this Agreement herein shall remain in full force and effect and shall survive the completion or earlier termination of this Agreement.



Solicitation: 2026-09 Pipelining Rehabilitation Project

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: As of June 15, 2021, West Virginia Code § 21-11-2 and § 30-42-2 require that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board. The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. BONDS: The following bonds must be submitted:

☐ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the City prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the City prior to Contract award.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the City prior to Contract award.

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the City to checkmark the required bonds above does not relieve the Vendor from the legal requirement of providing these bonds. In lieu of the Bid Bond, the Vendor may provide certified checks or cashier's checks. Any certified check or cashier's check in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.



Solicitation: 2026-09 Pipelining Rehabilitation Project

3. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the City shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so, shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract.

4.1. The report shall include:

- (1) Information to show that the education and training service to meet the requirements of West Virginia Code § 21-1D-5 was provided
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests



Solicitation: 2026-09 Pipelining Rehabilitation Project

(3) The average number of employees in connection with the construction on the public improvement

(4) Drug test results for the following categories, including the number of positive tests and the number of negative tests

(A) Pre-employment and new hires

(B) Reasonable suspicion

(C) Post-accident

(D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

5. AIA DOCUMENTS: All construction contracts that will be completed under W. Va. Code § 5-22-1 in conjunction with architectural services procured under W. Va. Code § 5G-1 will be governed by the terms and conditions contained herein, in addition to AIA documents that may be necessary on a case-by-case basis. In any case, the terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

6. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the City will not pay for general conditions, winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible, and any costs associated with Delays must be specifically and concretely identified. The City will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

7. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting, or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water, or sewer projects.) The subcontractor list shall be provided to the City within one business day of the opening of bids



Solicitation: 2026-09 Pipelining Rehabilitation Project

for review. If the apparent low bidder fails to submit the subcontractor list, the City shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid. If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the City's request for the subcontractor list.

7.1. Required Information. The subcontractor list must contain the following information:

1. Bidder's name
2. Name of each subcontractor performing more than \$25,000 of work on the project.
3. The license number of each subcontractor, as required by W. Va. Code § 30-42-1 et. seq.
4. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

7.2. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

7.3. Substitution of Subcontractor: Written approval must be obtained from the City before any subcontractor substitution is permitted.

7.3.1. Substitutions are not permitted unless:

1. The subcontractor listed in the original bid has filed for bankruptcy;
2. The subcontractor in the original bid has been debarred or suspended



Solicitation: 2026-09 Pipelining Rehabilitation Project

- 3.** The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform their subcontract.



Solicitation: 2026-09 Pipelining Rehabilitation Project

ADDITIONAL TERMS AND CONDITIONS

(Architectural and Engineering Contracts Only)

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or City shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the City for which the contract is issued to allow the City to make any necessary modifications. The City shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the City at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed under W. Va. Code §5-22-1 in conjunction with architectural services procured under W. Va. Code §5G-1 will be governed by the terms and conditions contained herein, in addition to AIA documents that may be necessary on a case-by-case basis. In any case, the terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.



Solicitation: 2026-09 Pipelining Rehabilitation Project

Contact and Signature

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) _____

(Address) _____

(Phone Number) _____

(Email address) _____

CERTIFICATION AND SIGNATURE: By signing below, I certify that: I have reviewed this Solicitation/Agreement, including all of these Terms and Conditions as well as Attachment A, in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid constitutes an offer to the City that cannot be withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any entity that may require registration.

VENDOR SIGNATURE

(Company) _____

(Signature) _____

(Printed Name) _____

(Title) _____

(Date) _____

(Phone Number) _____



Solicitation: 2026-09 Pipelining Rehabilitation Project

(Email Address) _____

(Mail Address) _____

CITY SIGNATURE

CITY OF CHARLESTON, A WEST VIRGINIA MUNICIPAL CORPORATION

(Signature) _____

(Printed Name) _____

(Title) _____

(Date) _____

(Phone Number) _____

(Email Address) _____

(Mail Address) _____



CITY OF CHARLESTON
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

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

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

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with ***West Virginia Code §21-1D***.

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

Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

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

By Commission expires _____

(Seal)

(Notary Public)

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

☐ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

VENDOR PROTEST ACKNOWLEDGMENT

In the event that any vendor desires to protest City's selection, such vendor (hereinafter "Protestor") shall submit its protest in writing, which must be received by City within seven (7) calendar days of after City Council approves of the award. Provided that the City Manager reserves the right to extend the time for submission of the protest if he determines it is reasonable under the circumstances.

The written protest must be submitted to: **Benjamin Mishoe, City Manager, City of Charleston, 501 Virginia Street, Charleston, WV 25301.**

Only vendors who have submitted a timely and responsive proposal may protest City's selection. No protest may be filed if the RFP is withdrawn or if all proposals received in response to the RFP are rejected.

Protests shall include the following information:

1. The Protestor's name, address, telephone number, and fax number;
2. The solicitation number;
3. A detailed statement of the legal and/ or factual grounds for the protest;
4. Copies of all relevant and supporting documentation, if necessary; and
5. A statement as to the form of resolution or relief sought.

FAILURE TO SUBMIT THIS INFORMATION SHALL BE GROUNDS FOR REJECTION OF THE PROTEST.

The City Manager may refuse to review any protests when the matter involved is the subject of litigation before a court of competent jurisdiction; if the merits have previously been decided by a court of competent jurisdiction; or if it has been decided by the City Manager in a previous protest.

At the time of submitting the written protest, Protestor shall submit a certified check in the amount of one thousand dollars (\$1,000.00) or bond equal to five percent (5%) of the price of the selected proposal, whichever is greater. In the event the proposal being protested is for contracted services, an estimated average of the contract value will be determined in order to calculate the five percent (5%) bond value. This bonding requirement is designed to protect against frivolous claims and unnecessary expenditures of public funds and to allow City to offset any and all costs, fees, expenses or damages of any kind whatsoever incurred by City as the result of an unsuccessful protest.

In the event the protest is unsuccessful, the certified check or bond will be used by City to recoup any and all costs, fees, expenses, or damages of any kind whatsoever incurred by City and related in any way to the unsuccessful protest. Costs, fees, expenses, and damages shall include, but shall not be limited to, increased costs of labor, materials or services resulting from any delay,

professional fees, including, but not limited to, attorney fees, and all costs, fees or expenses of any kind whatsoever related in any way to the unsuccessful protest. By signing this document, Protestor waives the right to receive any money retained by City as set forth herein. If there are any funds remaining after City has recouped amounts as permitted herein, the remaining funds will be returned to Protestor. In the event Protestor is successful, the full amount of the certified check or bond will be returned to Protestor.

Upon receipt of a timely written protest, City shall provide notice of the protest to vendor selected as the successful bidder (hereinafter "Selected Vendor") and provide Selected Vendor with a copy of the written protest and any documents related thereto. **Selected Vendor will have two (2) business days to file a written response to the protest.** A hearing may be held within five (5) business days of the **date of receipt of the written response to the protest by Selected Vendor**; provided that, City may, in its sole discretion, set the date of the hearing beyond the five (5) day time period specified herein if deemed necessary or convenient to do so by City. If a hearing is held, both Protestor and Selected Vendor will have an opportunity to appear and present evidence and testimony in support of their positions. The hearing will be held before the City Manager or his designee. The department head of the department seeking the RFP and the City Attorney shall be in attendance.

A decision will be made by City within five (5) business days of the hearing. Upon a decision having been made, both Protestor and Selected Vendor will be notified in writing of City's decision.

In the event City's selection is reversed, City will reevaluate all proposals which were originally and timely submitted, in accordance with state and city laws and regulations. During the reevaluation, issues addressed during the protest proceedings may be considered.

Once a written protest is filed, no work will be performed by Selected Vendor until such time as City has rendered a final decision on the protest; provided that, if City, in its sole discretion, determines time is of the essence regarding receipt of the goods or completion of the services to be performed, City may permit Selected Vendor to proceed pursuant to its proposal and any Agreement with City, until/unless the protest is successful.

By submitting a proposal, each vendor agrees that the procedure outlined herein is the exclusive remedy available to challenge/protest the award of a contract to a successful bidder. The decision of the city manager is final and is not appealable. Each vendor further agrees that, in the event any qualified vendor fails to submit a written protest and certified check or bond within the time period specified, that vendor thereby forever waives its right to any further claim, action, or remedy, including, but not limited to, the right to bring an action before any administrative agency or any court of competent jurisdiction.

Vendor Signature: _____

Date: _____

Solicitation:



ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: 2026-09 Pipelining Rehabilitation Project

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: (Check the box next to each addendum received)

- | | |
|---|--|
| ☐ Addendum No. 1 | ☐ Addendum No. 6 |
| ☐ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
| ☐ Addendum No. 5 | ☐ Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company Name:	
Authorized Signature:	
Printed Name:	
Date:	

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing



CITY OF CHARLESTON, WEST VIRGINIA

LOCAL VENDOR AFFIDAVIT

Pursuant to § 2-480 of the Charleston City Code, a Local Vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. One condition requires the vendor to submit this affidavit confirming that **(1)** the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and **(2)** the vendor must state that it has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the bid opening.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under the penalty of law for false swearing (W. Va. Code § 61-5-3) that **(1)** the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and **(2)** the vendor has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the scheduled bid opening for the procurement listed below.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Corporate Name: _____

Authorized Signature: _____ Date: _____

(Printed Name and Title)

State of _____

County of _____, to wit:

Taken, subscribed, and sworn before me this _____ day of _____, 20 ____.

[SEAL]

Notary Public

My Commission expires _____, 20 ____.

Name of Procurement: 2026-09 Pipelining Rehabilitation Project Bid Opening Date: _____

2026-09 Pipelining Rehabilitation Project

CITY OF CHARLESTON PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE OR POLITICAL SUBDIVISION:

West Virginia Code § 5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars (\$1,000) in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contracts may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in a timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for a price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, the West Virginia Insurance Commission or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code § 61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____