

**RAVENCLIFF-MCGRAWS-SAULSVILLE PUBLIC SERVICE DISTRICT
WYOMING COUNTY, WEST VIRGINIA**

**PROPOSED
CONTRACT #3 – NEW RICHMOND COMPACT EXCAVATOR (VENDOR
BID)**

**NOVEMBER 1, 2018
ADDENDUM #3**

To whom it may concern:

A. BOILER PLATE

1. The Bid opening will be held November 8th, 2018 at Wyoming County Commission Office located at 155 Park Street, Pineville, Wyoming County, West Virginia, at 10:00 AM.

B. SPECIFICATIONS

1. **DISREGARD** previous version of the Agreement Between Owner and Contractor and **REPLACE** with the attached version of the Agreement Between Owner and Contractor.

C. DRAWINGS

1. **NOT APPLICABLE**

D. QUESTIONS AND CLARIFICATIONS

1. Question:

Is a West Virginia Contractor Licenses required for vendors supplying equipment?

Answer:

A West Virginia Contractor Licenses are **not** required for vendors bidding Contract #3 of this project.

2. Question:

Substantial completion is required in 90 days and final completion in 120 days. Since there are many options requested for the excavator, it will be difficult to find one to meet the specs in inventory, which will mean a longer delivery time. Can the contract times be 150 days to final delivery?

Answer:

The Contract Times have been adjusted to 150 day to substantial completion and 180 days for final payment.

3. Question:

We have two arms available: the standard and the 4'3" and the 5'3" long arm. Which do you prefer?

Answer:

Ravencliff-McGraws-Saulsville Public Service District (RMS PSD) would like to maximize the reach of the excavator.

4. Question:

Do you want a zero tail swing style excavator?

Answer:

RMS PSD requires a zero tail swing style of excavator.

5. Question:

Are working lights for the cab and boom required?

Answer:

RMS PSD requires working lights on the cab and boom.

6. Question:

Is a control pattern change selector valve required?

Answer:

RMS PSD requires a control pattern change selector valve.

7. Question:

What style of hammer tool is required and how many?

Answer:

Two (2) moil point hydraulic hammer bits are required to be supplied.

8. Question:

Please clarify the specified trailer deck width, deck height, and deck length.

Answer:

The trailer shall have deck width of 78", unloaded deck height of 23", and deck length of 18'.

9. Question:

Please clarify the style of ramps on the trailer.

Answer:

RMS PSD requires 4' angle spring assist ladder style ramps on the trailer.

10. Question:

Is treated lumber decking or oak trailer decking preferred?

Answer:

RMS PSD prefers treated lumber decking on the trailer.

11. Question:

The specified GVWR is 12,000 lb. My trailer that is closest to you spec has a 11, 684 lb. GVWR. Is that acceptable?

Answer:

11,684 lbs GVWR would be acceptable.

12. Question:

Are LED trailer light required?

Answer:

RMS PSD requires LED lights on the trailer.

13. Question:

Do you want a tool box on the trailer?

Answer:

A tool box on the trailer is not required.

14. Question:

How many d-rings do you want per side of the trailer?

Answer:

RMS PSD requires four (4) d-rings per side of the trailer.

15. Question:

Do you require that the trailer vendor be licensed by the WV DMV and provide a WV temporary tag and license service?

Answer:

The trailer vendor is not required to be a licensed by the WV DMV and provide a WV temporary tag and license service.

16. Question:

Are the extended warranty and the 3-year preventative maintenance agreement two separate items. We have a 3-year factory warranty. What do you mean by maintenance agreement?

Answer:

The 3-year Preventative Maintenance Agreement shall include services on the Compact Excavator at 500 hours, 1000 hours, and 1,500 hours. The factory warranty is a separate requirement.

17. Question:

What is the weight rating on the trailer?

Answer:

The trailer shall have a tow capacity of 12,000 lbs.

18. Clarification:

The Compact Excavator should have an operating weight of 8,800 lbs.

E. GENERAL

1. A current State of West Virginia Contractor's License is **NOT** required to bid Contract #3 of the project.
2. The Engineer's Estimate is approximately \$70,000.

If you have any questions or need any other information, please contact Davis Altizer, P.E. via email (baltizer@thethrasherroup.com) or by phone at 304-431-7800.

Sincerely,

THE THRASHER GROUP, INC.

David Altizer, P.E.
Project Manager

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between Ravencliff-McGraws-Saulsville Public Service District
(hereinafter called OWNER) and _____
(hereinafter called Vendor).

OWNER and VENDOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 VENDOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish and deliver to the Ravencliff-McGraws-Saulsville PSD one (1) Compact Excavator as indicated in the specification.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Contract #3 – New Richmond Compact Excavator (Vendor Bid)

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by The Thrasher Group, Inc. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 150 calendar days after the date when the Contract Times commence to run, and completed and ready for final payment within 180 days.

4.03 *Liquidated Damages*

Not Applicable.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay VENDOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a Lump Sum of:

(Use Words)

(Figure)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Estimated</u>
1	Compact Excavator and Trailer	LS	1	\$	\$

TOTAL OF ALL UNIT PRICES _____ (dollars)

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

- C. For all Work, at the prices stated in VENDOR's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Progress Payments; Retainage*

- A. OWNER shall make progress payments on account of the Contract Price on the basis of the following schedule:

The OWNER shall pay based on the following:

- Delivery of Equipment - 100% of Contract Amount

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 10 of the General Conditions shall bear interest at the rate of 1.5% per annum.

ARTICLE 8 - VENDOR'S REPRESENTATIONS (Where applicable)

8.01 In order to induce OWNER to enter into this Agreement VENDOR makes the following representations:

- A. VENDOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. VENDOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- C. VENDOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- D. VENDOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary data concerning conditions at or contiguous to the Site which may affect cost, progress, or delivery of equipment.
- E. VENDOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. VENDOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. VENDOR has correlated the information known to VENDOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and

data with the Contract Documents.

- I. VENDOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that VENDOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to VENDOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages CD- 1 to CD- 6, inclusive);
 - 2. General Conditions (pages 1 to 31, inclusive);
 - 3. Supplementary Conditions (Not Applicable);
 - 4. Specifications as listed in the table of contents of the Project Manual;
 - 5. Addenda (numbers 0, inclusive);
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (pages NTP - 1, inclusive);
 - b. VENDOR's Bid (pages BID - 1 to BID - 2, inclusive);
 - c. Documentation submitted by VENDOR prior to Notice of Award (page C510-1);
 - d. Notice of Award (page NOA – 1, inclusive);
 - 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. OWNER and VENDOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and VENDOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions*

IN WITNESS WHEREOF, OWNER and VENDOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and VENDOR. All portions of the Contract Documents have been signed or identified by OWNER and VENDOR or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

VENDOR:

Ravencliff-McGraws-Saulsville PSD

By: _____
[CORPORATE SEAL]

By: _____
[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

4200 Poplar Gap Rd

Glen Fork, West Virginia 25845

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-VENDOR Agreement.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Address for giving notices:

License No. _____

Agent for service of process: _____

(If VENDOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____