

**HARRISON COUNTY BOARD OF EDUCATION
HARRISON COUNTY, WEST VIRGINIA**

**BRIDGEPORT HIGH SCHOOL PRESS BOX
AND WEIGHT ROOM RENOVATIONS**

ADDENDUM #1

MARCH 31, 2021

THRASHER PROJECT #060-10117

TO WHOM IT MAY CONCERN:

A Pre-Bid Conference was held on Wednesday, March 31, 2021 on the above-referenced project, a copy of the sign in sheet is included in this Addendum. The following are clarifications and responses to questions posed by contractors for the above reference project.

A. GENERAL

1. The bid opening date has been extended one day from Monday April 26, 2021 at 2:00 PM to **Tuesday, April 27, 2021 at 2:00 PM** at the location originally indicated in the Advertisement for Bids.
2. **THE BID OPENING CHECKLIST HAS BEEN REVISED. YOU MUST INCLUDE THE ADDENDUM AGREEMENT (WV-96) WITH YOUR BID OR IT WILL BE REJECTED.**
3. Cut off for questions is Tuesday, April 20, 2021 at 4:00 PM.

B. SPECIFICATIONS

Not Applicable

C. DRAWINGS

Not Applicable

D. QUESTIONS AND RESPONSES

Not Applicable

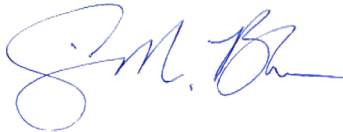
E. CLARIFICATIONS

(Formatting Notes for Admin)

If you have any questions or comments, please feel free to contact me at your earliest convenience. As a reminder, bids will be received until **2:00 p.m. on Tuesday, April 27, 2021** at Harrison County Board of Education Offices, 445 W Main Street, Clarksburg, WV. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.



Craig M. Baker
Project Manager

HARRISON COUNTY BOARD OF EDUCATION
HARRISON COUNTY, WEST VIRGINIA
BRIDGEPORT HIGH SCHOOL PRESS BOX
AND WEIGHT ROOM RENOVATION

PRE-BID CONFERENCE
Wednesday, March 31, 2021

Thrasher Project #060-10117

| Name | Representing | Phone # | Email Address |
|----------------|------------------------------|--------------|---|
| Sheldon Raber | Lee Reger Builders | 304-592-2083 | sraber@LARBUILDERSWV.COM |
| Dave Kempter | Caliber Contracting Services | 412-205-8238 | jdonahe@calibercontractingservices.com mike@commercialbuilderswv.com |
| Shawn Coover | Commercial Builders | 304-292-1688 | |
| Joe Kubin | SOP Construction Services | 304-440-9203 | estimating@sopgc.com |
| Brian Anderson | City Construction | 304-623-2573 | beav@ccwv.us |
| MARK ELI | Huffman Corp | 304-842-8500 | MARKWILLIAMS@ELI@ADL.COM |
| Steve Sullivan | MAXIMUM | 304-494-5271 | MAXIMUMCORP@STRAIGHTWV.COM |
| Todd Poola | Harrison County Schools | 304-326-7323 | tpoola@K12.wv.us |
| Sam Tractor | Veritas Contracting LLC | 304-598-2285 | Bid@veritractor.com |

| Name | Representing | Phone # | Email Address |
|---------------------|--------------|--------------|------------------------------|
| Kristina Gieschardt | HCPDE | 304 326 7343 | |
| Craig Baker | TTG | | |
| Jim Decker | TTG | | |
| Cendall Cowan | TTG | | |
| Marsha Benson | TTG | 304-848-7842 | mbenson@thethrashergroup.com |
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**HARRISON COUNTY BOARD OF EDUCATION
HARRISON COUNTY, WEST VIRGINIA
PROPOSED
BRIDGEPORT HIGH SCHOOL PRESS BOX AND WEIGHT ROOM RENOVATIONS
Thrasher Project # 060-10117**

A two envelope system will be used. Envelope No. 1 will be opened first and the Bid Opening Requirement items checked for compliance, as outlined on this page. If such documents are found to be in order, sealed Envelope No. 2 “Bid Proposal”, which shall also be placed inside of Envelope #1, will then be opened and will be publicly read aloud. If the documents required to be contained in Envelope No. 1 are not in order, Envelope No. 2 “Bid Proposal” will not be opened and the Bid will be considered non-responsive and will be returned to the Bidder. At that time, the Owner will declare the Bidder non-responsive. The lowest responsive, responsible Bidder shall be the Bidder who has completed all of the requirements of the “Bid Opening Requirements” and has the lowest total bid.

BID OPENING REQUIREMENT CHECKLIST

| Item | Completed Satisfactory (Check if completed) |
|---|--|
| 1. Bid submitted on time | _____ |
| 2. Certification of receipt of all addenda to Plans and Specifications. (BOR - 2) | _____ |
| 3. Bid Bond (BOR - 3 & 4 Sample) | _____ |
| 4. State of WV Purchasing Affidavit (BOR - 5) | _____ |
| 5. West Virginia Code §21-1D-5 Drug Free Workplace Conformance Affidavit (BOR - 6 & 7) | _____ |
| 6. Affidavit of Non-Collusion (BOR - 8) | _____ |
| 7. Agreement Addendum WV-96 (BOR - 9) | _____ |
| 8. Any additional special requirements (by owner or engineer) | _____ |
| 1. Copy of WV Contractor License | _____ |

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** – Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State’s governing law.
4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency’s right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney’s fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor’s liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor’s property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State’s original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:
HARRISON COUNTY BOARD OF EDUCATION

VENDOR

Signed: _____

Company Name: _____

Title: _____

Signed: _____

Date: _____

Title: _____

Date: _____