

**COALFIELD DEVELOPMENT CORPORATION  
WAYNE COUNTY, WEST VIRGINIA**

**BLACK DIAMOND ENVIRONMENTAL CLEANUP AND REDEVELOPMENT  
PROJECT**

**ADDENDUM #2**

**JANUARY 24, 2022**

**THRASHER PROJECT #070-10135**

TO WHOM IT MAY CONCERN:

A MANDATORY Pre-Bid Conference was held on Thursday, January 13, 2022, on the above-referenced project. The following are clarifications and responses to questions posed by contractors for the above reference project.

**A. GENERAL**

1. **The Thrasher Group on behalf of Coalfield Development Corporation (Owner) is requesting Bids for the construction of the Project will be received at The Thrasher Group Office located at 300 Association Drive, Charleston, WV 25311 until FRIDAY, January 28 at 2:00 PM local time. At that time the Bids received will be privately opened and evaluated.**
2. **THE BID FORM HAS BEEN REVISED. YOU MUST USE THE REVISED BID FORM WHEN PREPARING YOUR BID PACKAGE FOR THIS PROJECT.**

**B. SPECIFICATIONS**

1. **DELETE** Section C-410 – “Bid Form” in its entirety and **REPLACE** with the attached Section C-410 – “Bid Form”
2. **DELETE** Section C-200 – “Instruction to Bidders for Construction Contract” and **REPLACE** with the attached Section C-200 – “Instruction to Bidders for Construction Contract”.
3. **DELETE** Section BOR-1 “Bid Opening Requirements” and **REPLACE** with the attached Section BOR-1 “Bid Opening Requirements”.
4. **INSERT** Section C-430 – Bid Bond.

**A. DRAWINGS**

1. Sheet 3 has been **REPLACED**.

**B. QUESTIONS AND RESPONSES**

1. **QUESTION:** The plans call for #3 bars to be placed between the new concrete and existing concrete. What spacing are these #3 bars?

**RESPONSE:** The #3 Dowel Bars shall be installed into the existing concrete @ 12-inch center to center spacing. A copy of the Revised Sheet 3 has been attached to this Addendum.

**2. QUESTION:** On Sheet No. i of the plans, the plans state the Owner will pay for the quality control testing under note number 23. But on Sheet No. 3 of the plans, the plans state the Contractor will pay for the quality control testing. Is the Contractor or the Owner to pay and provide the quality control testing for the soil, subgrade, aggregate base course and the concrete?

**RESPONSE:** The Owner will provide the quality control testing for the soil, subgrade, aggregate base course and concrete. Note 5 on Sheet 3 of the plans has been deleted.

**3. QUESTION:** Is the mating surface between the existing concrete and new concrete required to be smooth like a full depth sawcut?

**RESPONSE:** Yes.

**4. QUESTION:** Will the contract time be revised based on the concerns expressed at the prebid meeting?

**RESPONSE:** No.

**5. QUESTION:** Should Item No. 5 of the revised bid schedule read "Stone/Crusher Run Backfill to Replace Removed Material (3ft Depth Option)"?

**RESPONSE:** Yes, it should read: Stone/Crusher Run Backfill to Replace Removed Material (3ft Depth Option). The revised Bid Form has been attached to this Addendum.

**6. QUESTION:** Do the Heavy wage rates or the Highway wage rates apply?

**RESPONSE:** Heavy wage rates apply.

**7. QUESTION:** Are truck drivers hauling materials off site exempt from the prevailing wage requirement just as delivery truck drivers are?

**RESPONSE:** No.

**9. QUESTON:** What are the bonding requirements for this project?

**RESPONSE:** A Bid Bond is required. A copy of the Revised BOR-1 and the new BOR-4 & BOR-5 has been attached to this Addendum. Per Article 6 Section 6.01 - 6.01 Performance, Payment, and Other Bonds of the General Conditions: Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to

the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract.

### C. CLARIFICATIONS

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 Friday, January 28, 2022**, at The Thrasher Group Office, 300 Association Drive, Charleston, WV. At that time the Bids received will be **PRIVATELY** opened and evaluated.

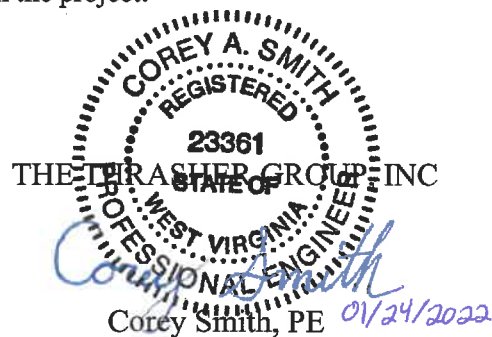
Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.



Sam Wilkes  
Project Manager



THE THRASHER GROUP, INC  
Corey Smith, PE 01/24/2022

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. **Only** Registered plan holders will receive Addenda issued by Owner.

2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

2.06 *Electronic Documents*

A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf). It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
  1. Electronic Documents that are available in native file format include:
    - a. None.
  2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
  3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
  4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within (7) days of Owner's request, Bidder must submit the following information:
  - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Subcontractor and Supplier qualification information.
  - D. Other required information regarding qualifications including, but not limited to, references for other recent projects of similar nature.

3.02 ~~Prospective Bidders must submit required information regarding their qualifications by **[insert deadline for prequalification submittals]**. Owner will review the submitted information to determine which contractors are qualified to bid on the Work. Owner will issue an Addendum listing those contractors that Owner has determined to be qualified to construct the project. Bids will only be accepted from listed contractors. The information that each prospective Bidder must submit to seek prequalification includes the following:~~

- ~~A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
- ~~B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
- ~~C. Prospective Bidder's state or other contractor license number, if applicable.~~
- ~~D. Subcontractor and Supplier qualification information.~~
- ~~E. Other required information regarding qualifications.~~

**Deleted**

3.03 ~~Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:~~

- ~~A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
- ~~B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
- ~~C. Bidder's state or other contractor license number, if applicable.~~
- ~~D. Subcontractor and Supplier qualification information.~~
- ~~E. Other required information regarding qualifications.~~

**Deleted**

3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

**ARTICLE 4—PRE-BID CONFERENCE**

4.01 ~~A pre-bid conference will not be conducted for this Project.~~

4.02 ~~A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.~~

4.03 A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Proposals will not be opened from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in

using the name of the organization that will be submitting a Bid. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum.

- 4.04 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

## **ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE**

### **5.01 A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions***

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. ~~Geotechnical Baseline Report/Geotechnical Data Report: The Bidding Documents contain a Geotechnical Waiver to be completed and returned to Engineer upon request of Geotechnical Baseline Report/Geotechnical Data Report. Once waiver is received, any available reports will be sent to Contractor.~~
  - a. ~~As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (“Baseline Conditions”). The GBR is a Contract Document.~~
  - b. ~~The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract~~

~~Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.~~

- c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
- d. ~~As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.~~
- e. ~~Engineer will provide a Geotechnical Report, if requested, after a waiver is signed. See Supplementary Conditions.~~

~~B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.01.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.~~

#### 5.02 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

- 1. **None.**

Owner will make copies of these other Site-related documents available to any Bidder on request.

- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

#### 5.03 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. A Site visit is scheduled following the pre-bid conference. Directions to the Site will be available at the pre-Bid conference.
- ~~C. A Site visit is scheduled immediately following the Pre Bid Conference. Maps to the Site will be made available upon request.~~
- D. Bidders visiting the Site are required to arrange their own transportation to the Site.



- E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: **As indicated at Pre Bid Conference**. Bidder must conduct the required Site visit during normal working hours.
- F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 5.04 *Owner's Safety Program*

- ~~A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.~~

#### 5.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

### ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

#### 6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

**ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
- A. **As indicated at Pre Bid Conference.**
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

**ARTICLE 8—BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **(5%)** percent of Bidder's maximum Bid price (determined by adding the base bid and all additive alternates or base bid without applying deductive alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. **Bid security must be at least 5% of the Bidder's maximum Bid price.**
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

**ARTICLE 9—CONTRACT TIMES**

- 9.01 ~~Bidder must set forth in the Bid the time by which Bidder must achieve Substantial Completion, subject to the restrictions established in Paragraph 13.07 of these Instructions. The Owner will take Bidder's time commitment regarding Substantial Completion into consideration during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion within the time such Bidder has designated in the Bid. [If applicable include the following: Bidder must also set forth in the Bid its commitments regarding the achievement of Milestones and readiness for final payment.]~~ The

~~Successful Bidder's time commitments will be entered into the Agreement or incorporated in the Agreement by reference to the specific terms of the Bid.~~

**Deleted**

- 9.02 ~~Contract Time(s) and Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.~~

**ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.01 ~~The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.~~

**Deleted**

- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. **Each such request shall include the Manufacturer's Certification for Compliance with AIS. Refer to the Manufacturer's Certification form provided in these construction Contract Documents.** The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner. **Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract. Each such request shall include Manufacturer's Certification letter to document compliance with AIS requirements of Section 436 of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act) that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients and subsequent statutes mandating domestic preference, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents.**
- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

**ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 ~~A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective~~

~~Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.~~

**Deleted**

- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- A. **[List key categories of the Work. Depending on the Project this might include electrical, fire protection, major equipment items].**
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.05 – The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07A.**

**ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

## **ARTICLE 13—BASIS OF BID**

### **13.01 *Lump Sum***

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

### **13.02 *Base Bid with Alternates***

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

### **13.03 *Sectional Bids***

- A. Bidders may submit a Bid on any individual section or any combination of sections, as set forth in the Bid Form.

- B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.
- C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.
- D. Bidders offering a Bid on one or more sections must be capable of completing the Work covered by those sections within the time period stated in the Agreement.

#### 13.04 ~~Cost Plus Fee Bids~~

- ~~A. Bidders must submit a Bid on the Contractor's fee, which must be in addition to compensation for Cost of the Work. Such fee must be either (1) a fixed fee, (2) percentages of specified categories of costs, or (3) a percentage applicable to the Cost of the Work as a whole, as set forth in the Bid Form.~~
- ~~B. If the Contractor's fee, as set forth in the Bid Form, is to be based on percentages of categories of cost, or on a percentage applicable to the Cost of the Work as a whole, then Bidders must enter a maximum amount limiting the total fee if required by the Bid Form to do so.~~
- ~~C. Bidders must submit a Bid on the Guaranteed Maximum Price, setting a maximum amount on the compensable Cost of the Work plus Contractor's fee, if required by the Bid Form to do so.~~

#### **Deleted**

#### 13.05 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### 13.06 *Allowances*

- ~~A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.~~

#### 13.07 *Price-Plus-Time Bids*

- ~~A. The Owner will consider the time of Substantial Completion commitment made by the Bidder in the comparison of Bids.~~
- ~~B. Bidder must designate the number of days required to achieve Substantial Completion of the Work and enter that number in the Bid Form as the total number of calendar days to substantially complete the Work.~~
- ~~C. The total number of calendar days for Substantial Completion designated by Bidder must be less than or equal to a maximum of [number], but not less than the minimum of [number]. If~~

~~Bidder purports to designate a time for Substantial Completion that is less than the allowed minimum, or greater than the allowed maximum, Owner will reject the Bid as nonresponsive.~~

~~D. The Agreement as executed will contain the Substantial Completion time designated in Successful Bidder's Bid, and the Contractor will be assessed liquidated damages at the rate stated in the Agreement for failure to attain Substantial Completion within that time.~~

~~E. Bidder must also designate the time in which it will achieve Milestones, and achieve readiness for final payment. Such time commitments must be consistent with the "Time of Substantial Completion" to which Bidder commits. The Agreement as executed will contain, as binding Contract Times, Successful Bidder's time commitments regarding Milestones, as applicable, and readiness for final payment.~~

**Deleted**

#### **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and

the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of bids.

#### **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
  - C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.



- D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- E. ~~For the determination of the apparent low Bidder when cost plus fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.~~

#### **Deleted**

- F. ~~Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.~~
- ~~1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder specified time of Substantial Completion in calendar days times the rate for liquidated damages [or other Owner designated daily rate] in dollars per day.~~
  - ~~2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.~~

#### **Deleted**

- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

### **ARTICLE 19—BONDS AND INSURANCE**

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

### **ARTICLE 20—SIGNING OF AGREEMENT**

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with

printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### **ARTICLE 21—SALES AND USE TAXES**

- 21.01 Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption will be provided upon execution of agreement). Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

#### **ARTICLE 22—CONTRACTS TO BE ASSIGNED**

#### **ARTICLE 23 – FEDERAL REQUIREMENTS**

- 23.01 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.
- 23.02 Contractors are required to comply with all laws pertaining to prevailing wage rates for the federal wage rates issued in accordance with the Davis Bacon Act.
- 23.03 Federal requirements at Article 19 of the Supplementary Conditions apply to this Contract.
- 23.04 American Iron and Steel requirements apply to this project.

**PROPOSED  
BLACK DIAMOND ENVIRONMENTAL CLEANUP  
AND REDEVELOPMENT PROJECT  
FOR THE  
COALFIELD DEVELOPMENT CORPORATION  
WAYNE COUNTY, WEST VIRGINIA  
THRASHER PROJECT #070-10135**

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

**BID OPENING REQUIREMENT CHECKLIST**

<b>Item</b>	<b>Completed Satisfactory (Check if completed)</b>
1. Bid submitted on time	_____
2. Certification of receipt of all addenda to Plans and Specifications. (BOR-2)	_____
3. West Virginia Code §21-1D-5 Drug Free Workplace Conformance Affidavit (BOR-3)	_____
4. Copy of Contractor's License included.	_____
5. Bid Bond (Sample BOR-4 & 5)	_____

## **BID FORM FOR CONSTRUCTION CONTRACT**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### **ARTICLE 1—OWNER AND BIDDER**

- 1.01 This Bid is submitted to:  
The Thrasher Group, Inc.  
On Behalf of Coalfield Development Corporation  
Attention: Sam Wilkes  
300 Association Drive  
Charleston, WV 25311
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### **ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Bid Opening Requirements

### **ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES**

#### **GENERAL**

The Bidder shall take notice of and shall be responsible for any local or state taxes levied and applicable, and the cost for the same shall be included as part of the submitted Bid.

The total Bid cost stated includes a complete operating installation including furnishing and installation of any and all changes or additions in plans, piping, mechanical work, additional electrical work, accessories, controls, etc. necessary to accommodate alternative equipment systems or materials used in construction.

#### **BID PROPOSAL**

The Bidder agrees to perform all required Work described in the detailed Specifications and as shown on the Plans for the complete construction and placing in satisfactory operation the Black Diamond Environmental Cleanup and Redevelopment Project. The Project "Sequence of Construction" has been detailed in the Drawings and Specification Division 1, Project Summary, Section 011000. The Bidder agrees to perform all the Work proposed for the total of the following Bid prices.

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02 and shown in the bid schedule.
- B. Lump Sum Bids may be one of the following:

1. Lump Sum Price (Single Lump Sum)
  2. Lump Sum Price (Base Bid and Alternates)
  3. Lump Sum Price (Sectional Lump Sum Bids)
- C. All specified cash allowance(s) are included in the price(s) set forth in the bid schedule, and have been computed in accordance with Paragraph 13.02 of the General Conditions.
- D. All specified contingency allowances are included in the price(s) set forth in the bid schedule, and have been computed in accordance with Paragraph 13.02 of the General Conditions.
- 3.02 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices as shown in the Bid Schedule.
- B. Bidder acknowledges that:
1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
  2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
- 3.03 *Total Bid Price (Lump Sum and Unit Prices)*

## BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

### BID

Bid Due Date:

Description (*Project Name— Include Location*): Contract #1 – Morris Memorial Sanitary Sewer Extension

### BOND

Bond Number:

Date:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

#### BIDDER

#### SURETY

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## **BID SCHEDULE**

**PROPOSED  
BLACK DIAMOND ENVIRONMENTAL CLEANUP  
AND REDEVELOPMENT PROJECT  
FOR THE  
COALFIELD DEVELOPMENT CORPORATION  
WAYNE COUNTY, WEST VIRGINIA**

***NOTE: Bid PRICE amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. Bids shall include sales tax and all other applicable taxes and fees.***

<b>Item #</b>	<b>Qty.</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>UNIT PRICE WRITTEN IN WORDS</b>	<b>TOTAL PRICE</b>
1	1	LS	Mobilization/Demobilization			
2	1	LS	Erosion and Sedimentation Controls			
3	200	TN	Black Beauty Sandblast Stockpile Removal and Haul to Boyd County Sanitary Landfill (1837 River Cities Drive, Ashland KY).			
4	400	TN	Excavation and Hauling of Contaminated Soil Pit Material to Landfill <b>(3ft Depth Option)</b>			
5	300	TN	Stone/Crusher Run Backfill to Replace Removed Material <b>(3ft Depth Option)</b>			
6	90	CY	Wire support and 8 inches Cement in excavated pit areas			



**TOTAL BASE BID:**

\_\_\_\_\_  
(Words)

\_\_\_\_\_  
(\$ \_\_\_\_\_)  
(Words) (Figures)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

**TOTAL ALTERNATE BID SCHEDULE**

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
1	1	LS	Mobilization/Demobilization			
2	1	LS	Erosion and Sedimentation Controls			
3	200	TN	Black Beauty Sandblast Stockpile Removal and Haul to Boyd County Sanitary Landfill (1837 River Cities Drive, Ashland KY).			
4a	300	TN	Excavation and Hauling of Contaminated Soil Pit Material to Landfill <b>(2ft Depth Option)</b>			
5a	200	TN	Stone/Crusher Run Backfill to Replace Removed Material <b>(2ft Depth Option)</b>			
6	90	CY	Wire support and 8 inches Cement in excavated pit areas			

**TOTAL ALTERNATE BID:**

	(Words)	
	(Words)	
		(\$ _____)
		(Figures)

**(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)**

**Method of Award**

If at the time this contract is to be awarded, the lowest total base bid for 3ft soil removal submitted by a qualified, responsible Bidder does not exceed the amount of funds estimated by the Owner, as available to finance the contract, the construction contract will be awarded. If the base bids exceed such amount, the Owner may reject all bids or award on the base bid 3ft removal option; however, the contractor may be required to use their 2ft removal alternate bid.

~~Price Plus Time Bid—Deleted~~

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

**5.01 *Bid Acceptance Period***

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**5.02 *Instructions to Bidders***

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

**5.03 *Receipt of Addenda***

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

## ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no 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.
8. Bidder 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 Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

### 6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

- Page 7 of 8

Address for giving notices:

---

---

Bidder's Contact:

Name:

---

*(typed or printed)*

Title:

---

*(typed or printed)*

Phone:

---

Email:

---

Address:

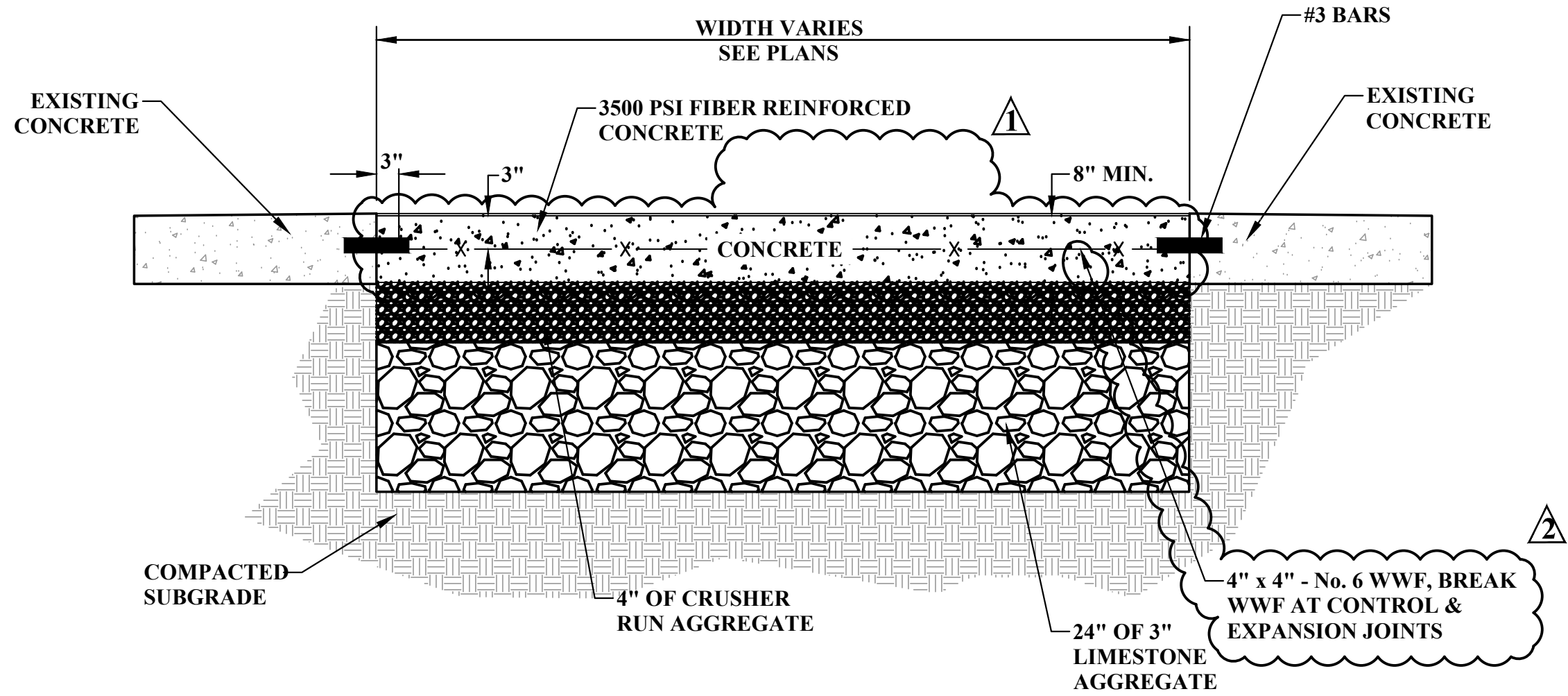
---

---

Bidder's Contractor License No.: (if  
applicable)

---

CAD FILE: R:\070\070-10135 - BLACK DIAMOND VRP\Drawings\05-Standard Details.dwg  
PLOT DATE/TIME: 1/24/2022 3:58 PM  
LAYOUT: DET-1  
USER: shannon.shank



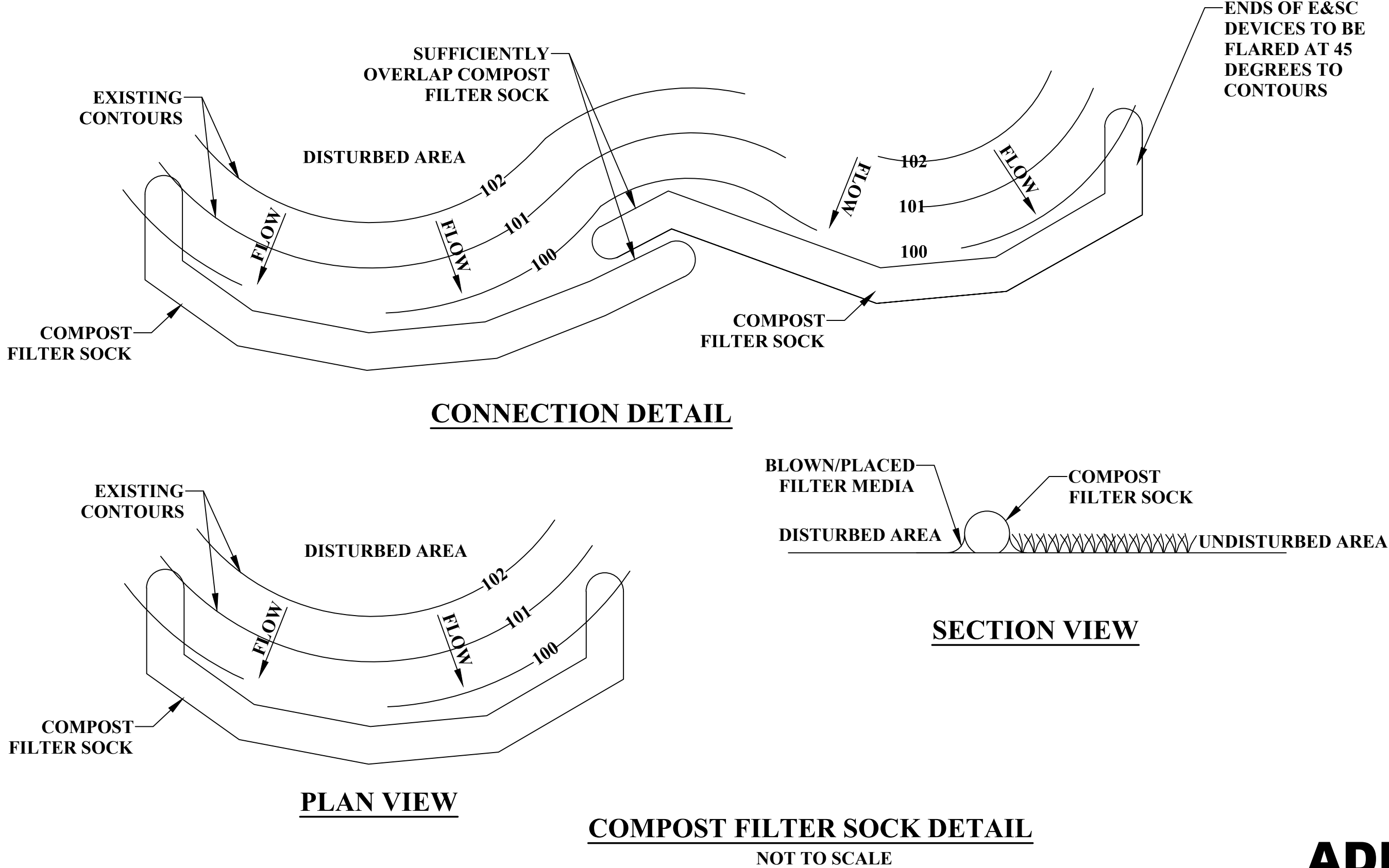
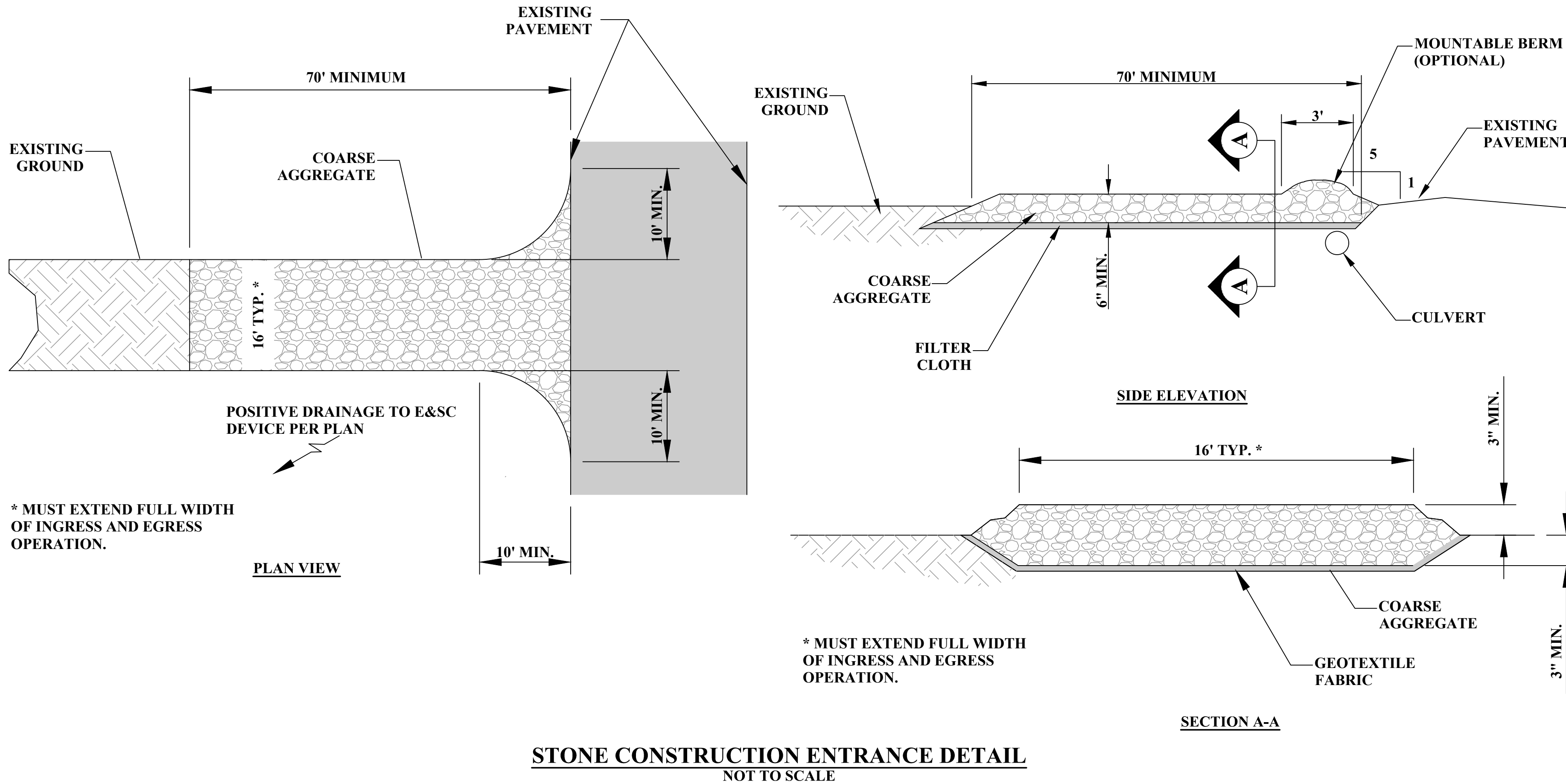
MATERIALS

- CONCRETE: ALL CONCRETE PROPERTIES SHALL BE IN ACCORDANCE WITH SPECIFIED 28-DAY COMPRESSIVE STRENGTH ( $f_c$ ) AS FOLLOWS:
  - CAST-IN-PLACE: CLASS B CONCRETE, 3,500 PSI, ASTM TYPE II
- CONCRETE COVER: THE CLEAR DISTANCE BETWEEN THE WIRE REINFORCING AND THE TOP OF THE CONCRETE SHALL BE AS FOLLOWS:
  - TOP OF SLAB: 3 INCHES
  - EDGE OF SLAB: 3 INCHES
- DOWEL BARS SHALL BE A MINIMUM OF 8 INCHES IN LENGTH AND BE IMBEDDED A MINIMUM OF 4 INCHES INTO THE EXISTING CONCRETE SLAB @ 12 INCH SPACING.

NOTES:

- ALL EXCAVATION OF PROPOSED AREAS SHALL BE A MINIMUM OF 3 FOOT DEEP. FILL PLACEMENT SHALL BE TO THE LINES AND GRADES AS SHOWN ON THE DRAWINGS AND DETAIL. CONTRACTOR WILL BE RESPONSIBLE FOR FIELD VERIFYING ALL LINES AND GRADES. EXACT CUT AND FILL LIMITS MAY NEED TO BE MODIFIED IN THE FIELD DURING CONSTRUCTION IF IT IS DETERMINED THAT ADDITIONAL SOILS BELOW 3 FEET NEEDS TO BE REMOVED. THE ENGINEER WILL WORK CLOSELY WITH THE CONTRACTOR TO MAKE THESE MODIFICATIONS.
- ALL EXCAVATIONS SHALL BE PERFORMED IN A MANNER AS TO NOT CREATE UNSTABLE CONDITIONS. SHOULD UNSTABLE CONDITIONS OCCUR DUE TO CONTRACTOR NEGLIGENCE, THE UNSTABLE CONDITIONS SHALL BE REPAIRED AT NO EXPENSE TO THE OWNER. ALL UNSUITABLE AND EXCESS MATERIAL SHALL BE REMOVED FROM SITE AT THE RESPONSIBILITY OF THE CONTRACTOR AND DISPOSED AT THE LANDFILL APPROVED BY THE ENGINEER.
- AFTER EXCAVATION OF THE MATERIAL, THE SUB-GRADE SHALL BE COMPACTED USING A VIBRATORY PLATE COMPACTOR AND MUST BE COMPACTED TO 95% OF MAXIMUM DRY DENSITY AT A MOISTURE CONTENT WITHIN 3% OF OPTIMUM PER ASTM D-698.
- IN THE EVENT AN ERROR WITH THE PLANS SEEMS APPARENT, THE MATTER MUST BE TAKEN UP WITH THE ENGINEER FOR CAREFUL REVIEW BEFORE PROCEEDING WITH CONSTRUCTION.
- NOTE DELETED

TYPICAL EXCAVATION REPAIR  
NOT TO SCALE



THE INFORMATION CONTAINED HEREIN IS THE SOLE PROPERTY OF THE THRASHER GROUP INC. REPRODUCTION OF THESE DOCUMENTS IN WHOLE OR IN PART, FOR ANY REASON WITHOUT PRIOR WRITTEN PERMISSION, IS STRICTLY PROHIBITED. COPYRIGHT © 2022 THE THRASHER GROUP INC.

1	SCS	1/24/22	ADDENDUM 2 - REMOVED #3 BARS
2	SCS	1/24/22	ADDENDUM 2 - SIZE CHANGE
3	SCS	1/24/22	ADDENDUM 2 - ADDED 12" DOWEL BAR SPACING
4	SCS	1/24/22	ADDENDUM 2 - REMOVE NOTE 5
NO.	BY	DATE	DESCRIPTION

SCALE: AS SHOWN	DATE: DECEMBER 2021
DRAWN: S.C. SHANK	DATE: DECEMBER 2021
CHECKED: S. KELLY	DATE: DECEMBER 2021
APPROVED: S. KELLY	DATE: DECEMBER 2021
SURVEY DATE:	
SURVEY BY:	
FIELD BOOK No.:	

PHONE  
(304)-343-7601

**THRASHER**

300 ASSOCIATION DRIVE  
CHARLESTON, WV 25311  
www.thrashereng.com

FAX  
(304)-343-7604

PHASE No.
CONTRACT No.
1
PROJECT No.
070-10135

COALFIELD DEVELOPMENT CORP.  
FORMER BLACK DIAMOND PROPERTY  
2923 PARK AVENUE  
HUNTINGTON, WV 25704  
STANDARD DETAILS

SHEET No.
3

ADDENDUM 2