

GREENBRIER COUNTY BOARD OF EDUCATION GREENBRIER COUNTY, WEST VIRGINIA

ALDERSON ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS ADDENDUM #4 OCTOBER 26, 2022

THRASHER PROJECT #060-10180

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated September 13, 2022 and any subsequent addenda. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

A. <u>GENERAL</u>

- 1. 1% B&O Tax is applicable.
- 2. The City of Alderson requires a contractor's license for each contractor and subcontractor performing work on site. The fee for each license is \$15.00.
- 3. Costs associated with the municipal building permit, if any, will be borne by the Owner.
- 4. Supplemental Insurance Requirements are provided in this Addendum. See clarification on partial SBA 401, Article 11 Insurance and Bonds as attached to this Addendum.

B. <u>SPECIFICATIONS</u>

ADD to Specification Section 102113 TOILET COMPARTMENTS, paragraph 2.1.A: Scranton Products.

ADD to Specification Section 105113 METAL LOCKERS, paragraph 2.2.A: Scranton Products.

ADD to Specification Section 323121 ALUMINUM LOUVER FENCING, paragraph 2 Acceptable Manufacturers: PalmSHIELD, 12330 Cary Circle La Vista NE 68128 Phone: 531-329-4438 Ext. 270.

C. DRAWINGS

N/A

D. **QUESTIONS AND RESPONSES**

Q1. Will a Kohler or Caterpillar generator be acceptable?

A1. Either would be acceptable.

Q2. I am trying to get PalmSHIELD specified as an alternative for the Alderson Elementary school dumpster gates? A2. This is acceptable.

Q3. As previously noted, the Owner is carrying the Builder's Risk on this project. The successful GC will need to be included as interest on that policy which a Builder's Risk policy typically will do as it includes the interest of the contractor and its subcontractors. The problem that could arise is if the Owner only increases their current Property Insurance Policy to include the renovations and not write a Builder's Risk policy, then the GC's interest will need to be specifically added to the owner's Property Insurance policy. A3. Noted.

Q4. Another issue with the Property/Builder's Risk Insurance stems from Page 54 (Last Page)-Section 11.5-Adjustment and Settlement of Insured Loss. It seems as though the verbiage may have been inadvertently changed to the Contractor here, but if the Owner is carrying the Builder's Risk, it does not make sense for the Contractor as Fiduciary in settling any losses. That responsibility would typically be with the input of the named insured which would be the Owner not the GC.

A4. Noted.

Q5. On Page 53 Section 11.1.5.1, it states the Contractor shall provide insurance identified by a checkmark below. There is NO checkmark, but limits are inserted so we assume the architect is requiring them.

A5. Clarification provided in this Addendum.

Q6. On Page 53 the specs require a \$2,000,000 Professional/Malpractice/Errors and Omissions policy. GC's do not typically carry this type of policy. Will this insurance be required? A6. Not required. Clarification provided in this Addendum.

Q7. Also, on Page 53, the specs require a \$1,000,000 Crime and Third-Party Fidelity. Will these limits be required?

A7. Not required. Clarification provided in this Addendum.

Q8. Also, on Page 53, the specs call for Cyber Liability coverage in the amount of \$1,000,000. Will this coverage be required?

A8. Not required. Clarification provided in this Addendum.

E. <u>CLARIFICATIONS</u>

The existing building at the southeast corner of the property in the area of the Pre-K playground - present at the time of the Pre-Bid - has been removed. The void has been filled with uncompacted stone. The Contractor shall remove and dispose of legally any masonry and concrete foundation materials encountered, if any. Photos of the current conditions are attached to this Addendum for reference.

The existing residential structure east of the Cedar Ave. / Lee St. intersection has been removed. Masonry and concrete foundation materials remain and are capped with uncompacted stone, masonry debris, and concrete debris. The Contractor shall remove this debris from site and dispose of legally. Photos of the current conditions are attached to this Addendum for reference.

We encourage bidders to visit the site and review the existing conditions.

Sincerely,

THE THRASHER GROUP, INC.

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Kenton Blackwood Senior Project Designer / Project Manager

the Contractor. All delays and any claim for extension of Contract Time must be properly documented in accordance with Section 15.1.5 by the Contractor and must be made within the time limits stated in Section 15.1.2.

Article 10 – Protection of Persons and Property

\$10.2.8 Make the following changes to Section 10.2.8:

In the first sentence, delete "within a reasonable time not exceeding 21 days" and substitute "immediately".

\$10.3.3 Delete Section 10.3.3 in its entirety.

Article 11 – Insurance and Bonds

\$11.1.1 Add the following to the end of Section 11.1.1:

Workers Compensation Coverage shall be provided on the project by all Contractors. Contractors shall purchase and maintain workers' compensation insurance from a licensed carrier authorized to provide such coverage in the State of West Virginia. Proof of continued Workers Compensation coverage throughout the duration of the project shall be provided on the certificate of coverage.

Add the following Section to Article 11.1:

§11.1.5 Insurance

\$11.1.5.1 Prior to Contract award, The Contractor shall provide insurance and shall furnish proof of the insurance identified by a checkmark below. The Owner and the SBA shall be listed as additional insureds on each policy. Thirty (30) days prior to the expiration of the insurance policies, the Contractor shall provide the Owner with proof that the insurance mandated herein has been continued. The Contractor must also provide Owner with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The Contractor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Contractor must maintain:

[\checkmark] Commercial General Liability Insurance in at least an amount of: <u>\$2,000,000</u> per occurrence.

[] **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

\$2,000,000 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

[] **Commercial Crime and Third-Party Fidelity Insurance** in an amount of: <u>\$1,000,000</u> per occurrence.

[] Cyber Liability Insurance in an amount of: ______\$1,000,000 per occurrence.

[] **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract, including alternates.

[] **Pollution Insurance** in an amount of: ______ per occurrence.

[] Aircraft Liability in an amount of: ______ per occurrence.

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§11.1.2 Add the following to the end of §11.1.2.

At a minimum the Contract shall provide, at the Contractor's Expense:

§11.1.2.1. A Performance Bond and a Labor and Material Payment Bond for one hundred percent (100%) of the Contract Sum and, if applicable, a two-year roofing Maintenance Bond for the full value of the roofing system.

\$11.1.2.2 An attorney-in-fact who executes the bonds on behalf of the surety shall affix thereto a certified and current copy of power of attorney.

\$11.1.2.3 The bonds shall be issued on State of West Virginia forms. The Contractor shall deliver the required bonds and all other contract documents to the Owner not later than 15 days following receipt of the Owner's notice of intent to award a Contract and prior to the execution of the Contract.

§11.2 Delete Section 11.2 in its entirety.

- §11.4 Delete Section 11.4 in its entirety.
- \$11.5.1 Make the following changes in Section 11.5.1: In the first sentence, substitute "Contractor" for "Owner" each time the latter word appears.

\$11.5.2 Delete Section 11.5.2 in its entirety and substitute the following:

\$11.5.2 Prior to settlement of insured loss, the Contractor shall notify the parties of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The parties shall have fourteen (14) days from the receipt of notice to object. If no objection is made, the Contractor shall proceed as proposed and allocate the settlement accordingly. If such objection is made, the dispute shall be resolved as provided in Section 15.4. The Contractor, in that case, shall make settlement with insurers in accordance with directions of the Court. If distribution of the insurance proceeds as directed by the Court is required, the Court will direct such distribution. Any work to repair the damage will be incorporated into the contract as a change order.

Article 12 – Uncovering and Correction of Work

No Supplemental Conditions to Article 12

Article 13 – Miscellaneous Provisions









