

MCDOWELL COUNTY BOARD OF EDUCATION MCDOWELL COUNTY, WEST VIRGIIA

RIVER VIEW HIGH SCHOOL BASEBALL FIELD REPAIRS

ADDENDUM #1

SEPTEMBER 19, 2025

THRASHER PROJECT #T60-11573

TO WHOM IT MAY CONCERN:

A Pre-Bid Conference was held on Thursday, September 11, 2025, 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-referenced project.

A. GENERAL

- 1. <u>THE BID OPENING HAS BEEN EXTENED UNTIL THURSDAY,</u> SEPTEMBER 25, 2025, AT 1:00 PM.
- 2. THE BID FORM HAS BEEN REVISED. YOU MUST USE THE REVISED BID FORM WHEN PREPARING YOUR BID PACKAGE FOR THIS PROJECT.
- 3. Wage Rates **DO NOT** apply to this project.

B. SPECIFICATIONS

1. Supplemental General Conditions have been included in this Addendum, which were accidentally omitted previously.

C. QUESTIONS AND RESPONSES

1. QUESTION

How do we get access to the field?

RESPONSE

There is an existing access road outside of right field to allow access from the parking lot to the field.

2. QUESTION

Does the owner have waste site for the excavated material?

RESPONSE

No, excavated material and debris shall become property of the contractor.

3. QUESTION

Does the score board get replaced?

RESPONSE

No.

D. CLARIFICATIONS

- 1. The bid form has been revised to include 6' tall fence and keep a small quantity of 4' tall fence in front of the dugouts.
- 2. A bid item has been added to include 12' wide gates (2-6' wide swing gates).
- 2. A bid item for bases has been added to include the anchors, the actual bases included the mound and home plate.
- 3. A bid item has been added to include new foul poles.

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 1:00 p.m. on **Thursday, September 25, 2025**, at **McDowell County Board of Education**, **900 Mt. View Road**, **Welch**, **WV 24801**. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.

JEFFREY GOLA, PE Project Manager

Enclosures:



MCDOWELL COUNTY BOARD OF EDUCATION MCDOWELL COUNTY, WEST VIRGINIA RIVER VIEW HIGH SCHOOL BASEBALL FIELD REPAIRS

PRE-BID CONFERENCE

Thursday, September 11, 2025

Thrasher Project #T60-11573

Name	Representing	Phone #	Email Address
Angie Harlas	Meadow Ridge Grisk-	304.761.6290	angie. harless@yahoo.com
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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:

McDowell County Board of Education 900 Mt. View Road Welch, WV 24801

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 River View High School Baseball Field. 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), shown in the bid schedule.

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- 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 3.8 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 3.8 of the General Conditions.

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BID SCHEDULE PROPOSED

RIVER VIEW HIGH SCHOOL BASEBALL FIELD REPAIRS FOR THE

MCDOWELL COUNTY BOARD OF EDUCATION MCDOWELL COUNTY, WEST VIRGINIA

3.02 Total Bid Price Lump Sum

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.

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
01	1	LS	MOBILIZATION			
02	1	LS	EROSION & SEDIMENT CONTROL			
03	1,700	CY	REMOVE SOIL/FLOOD DEBRIS			
04	1,120	CY	TOPSOIL			
05	90,500	SF	SOD TURF			
06	1,010	LF	REMOVE AND REPLACE 6' TALL CHAIN LINK FENCE			

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07	80	LF	REMOVE AND REPLACE 4' TALL CHAIN LINK FENCE	
08	2	EA	12' WIDE GATES (2-6' WIDE SWING GATES)	
09	2	EA	FOUL POLES	
10	1	LS	BASES (ANCHORS, BASES, ETC)	
11	80	LF	GABION BASKET	

TOTAL BID:			
	(Writte	n in Words)	
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(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

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3.02 *Method of Award*

If at the time this contract is to be awarded, the lowest total bid submitted by a qualified, responsive, responsible Bidder does not exceed the amount of funds then estimated by the Owner, as available to finance the contract, the construction contract will be awarded. If such bids exceeds such amount, the owner may reject all bids.

ARTICLE 4 BASIS OF BID COST-PLUS FEE - DELETED

ARTICLE 5—PRICE-PLUS-TIME BID—DELETED

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Article 8 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD AND INSTRUCTIONS

- 7.01 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.
- 7.02 *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.

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 8.01 *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

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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.

8.02 Bidder's Certifications

A. The Bidder certifies the following:

- 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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Bidder: (typed or printed name of organization) By: (individual's signature) Name: (typed or printed) Title: (typed or printed) Date: (typed or printed) If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign. Attest: (individual's signature) Name: (typed or printed) Title: (typed or printed) Date: (typed or printed) 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)

BIDDER hereby submits this Bid as set forth above:

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Supplementary General Conditions to the

AIA Document A201-2017 General Conditions of the Contract for Construction

The following supplements shall modify AIA Document A201-2017, "General Conditions of the Contract for Construction". Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

GENERAL

- A. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known of the giver of the notice.
- B. The duties and obligations imposed by these General Conditions and Supplementary General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and all of the rights and remedies available to OWNER and ARCHITECT thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents. The provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations and warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

ARTICLE 2 OWNER

§2.2 delete *section 2.2.6* and substitute the following:

"\$2.2.6 The Owner will furnish the Contractor an electronic copy of the Contract Documents."

ARTICLE 3 CONTRACTOR

§3.2 *add following:*

"§3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluation and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation."

§3.4 LABOR AND MATERIALS

3.4.2 *add the following:*

- "§3.4.2.1 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications).
- §3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions."

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§3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12 *add the following:*

"§3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and two (2) resubmittals. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals."

ARTICLE 4 ARCHITECTS

§4.2 *add the following:*

"§4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work."

ARTICLE 7 CHANGES IN THE WORK

§7.1 GENERAL *add the following*:

"§7.1.4 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractors, eight percent (8%) of the amount due the Subcontractors.
- .3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.
- .4 For each Subcontractor involved, for Work performed by the Subcontractor's Subcontractors, eight percent (8%) of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also."

ARTICLE 9 PAYMENTS AND COMPLETION

§9.3 APPLICATIONS FOR PAYMENT add the following sentence to Section 9.3.1:

"The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet."

§9.8 SUBSTANTIAL COMPLETION *add the following to section 9.8.3:*

"§9.8.3.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections."

§9.10 FINAL COMPLETION AND FINAL PAYMENT add the following to section 9.10.1:

"§9.10.1.1 The Architect will perform no more than one (1) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections."