

Bluefield WV Economic Development Authority (BEDA)

Exit 1 Development - Entrances

EDA# 01-79-14815

Addendum #1

This addendum contains the following:

1. Updated Bid form (Changes highlighted, Specification references updated)
2. Pre-bid Sign-in Sheet
3. Pre-Bid Meeting Notes

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: **Bluefield WV Economic Development Authority (BEDA)**
- 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. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - D. USDOC Form CD-512, Certification Regarding Lobbying – Lower Tier Covered Transactions;
 - E. Certification of Receipt of Addenda;

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

- 3.01 *Bids*
- A. Bidder will perform the following Work at the indicated LUMP SUM price:

Base Bid - West Entrance (LUMP SUM)						
Item No.	SPEC	Description	Unit	Estimated Quantity	Unit Price	Bid Amount
1	WVDOH 204	Mobilization	LS	1	\$	\$
2	WVDOH 639	Construction Survey	LS	1	\$	\$
3	WVDOH 639	As-Built Survey	LS	1	\$	\$

4	WVDOH 636	Maintenance of Traffic	LS	1	\$	\$
5	WVDOH 663	4" Pavement Marking	LF	172	\$	\$
6	WVDOH 207	Regular Excavation	CY	73	\$	\$
7	WVDOH 401	Asphalt Concrete Surface Course (Superpave Asphalt Wearing Course SG Type 12.5)	TON	78	\$	\$
8	WVDOH 401	Asphalt Concrete Base Course (Superpave Asphalt Base Course SG Type 25)	TON	172	\$	\$
9	WVDOH 307	Class 1 Aggregate Base Course	TON	313	\$	\$
10	WVDOH 610	St'd Combination Curb and Gutter	LF	43	\$	\$
11	WVDOH 610	Radial Combination Curb and Gutter	LF	113	\$	\$
12	WVDOH 401	Saw-Cut Asphalt Pavement	LF	300	\$	\$
13	WVDOH 207.6.3.2	Remove and Dispose Existing Stone/Site Grading & Prep.	CY	127	\$	\$
14	WVDOH 207.6.3.2	Demolition and Disposal of Pavement (Flexible)	SY	311	\$	\$
15	WVDOH 207.6.3.2	Remove and Dispose of Existing Drainage Pipe	LF	220	\$	\$
16	WVDOH 207.6.3.2	Remove and Dispose of Existing Drainage Structure	EA	1	\$	\$
17	WVDOH 604	15" HDPE Pipe	LF	73	\$	\$

18	WVDOH 604	24" Concrete Pipe CL III & Connection to Existing	LF	8	\$	\$
19	WVDOH DR-2	24" Pipe Culvert Wingwall DR-2	EA	1	\$	\$
20	WVDEP 218	Dry Riprap Class I	TON	202	\$	\$
21	WVDEP 642	Inlet Protection	EA	2	\$	\$
22	WVDEP 642	Culvert Inlet Protection	EA	2	\$	\$
23	WVDEP 642	Construction Entrance	EA	1	\$	\$
24	WVDEP 642	Temporary Seed	LB	8	\$	\$
25	WVDEP 642	Overseeding	LB	19	\$	\$
26	WVDEP 652	Regular Seed	LB	24	\$	\$
27	WVDEP 652	Lime	TON	0.4	\$	\$
28	WVDEP 652	Fertilizer	LB	23.4	\$	\$
Total Lump Sum Base Bid						\$

B. Bidder will perform the following Work at the indicated LUMP SUM price:

Additive A Bid - East Entrance (LUMP SUM)						
Item No.		Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
A1	WVDOH 636	Maintenance of Traffic	LS	1	\$	\$
A2	WVDOH 663	4" Pavement Marking	LF	576	\$	\$
A3	WVDOH 663	Pavement Symbol Marking Turn Arrow	EA	3	\$	\$
A4	WVDOH 207	Regular Excavation	CY	73	\$	\$
A5	WVDOH 401	Asphalt Concrete Surface Course (Superpave Asphalt Wearing Course SG Type 12.5)	TON	88	\$	\$
A6	WVDOH 401	Asphalt Concrete Base Course (Superpave Asphalt Base Course SG Type 25)	TON	193	\$	\$
A7	WVDOH 307	Class 1 Aggregate Base Course	TON	350	\$	\$
A8	WVDOH 401	Saw-Cut Asphalt Pavement	LF	465	\$	\$
A9	WVDOH 207.6.3.2	Remove and Dispose Existing Stone/Site Grading & Prep.	CY	61	\$	\$
A10	WVDOH 207.6.3.2	Remove and Dispose of Pavement (Flexible)	SY	492	\$	\$
A11	WVDEP 218	Dry Riprap Class I	TON	65	\$	\$
A12	WVDEP 642	Culvert Inlet Protection	EA	2	\$	\$
A13	WVDEP 642	Construction Entrance	EA	1	\$	\$
A14	WVDEP 642	Temporary Seed	LB	17	\$	\$
A15	WVDEP 642	Overseeding	LB	41	\$	\$
A16	WVDEP 652	Regular Seed	LB	51	\$	\$
A17	WVDEP 652	Lime	TON	1	\$	\$

A18	WVDEP 652	Fertilizer	LB	50	\$	\$
Total Lump Sum Additive 1 Bid						\$

C. Bidder will perform the following Work at the indicated UNIT PRICE prices:

Additive B Bid - Additional Paving (UNIT PRICE)						
Item No.		Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
B1	WVDOH 401	Asphalt Concrete Surface Course (Superpave Asphalt Wearing Course SG Type 12.5)	TON	174	\$	\$
B2	WVDOH 307	Asphalt Concrete Base Course (Superpave Asphalt Base Course SG Type 25)	TON	382	\$	\$
B3	WVDOH 307	Class 1 Aggregate Base Course	TON	695	\$	\$
B4	WVDOH 207.6.3.2	Remove and Dispose Existing Stone/Site Grading & Prep.	CY	620	\$	\$
B5	WVDEP 642	Temporary Seed	LB	15	\$	\$
B6	WVDEP 642	Overseeding	LB	36	\$	\$
B7	WVDEP 652	Regular Seed	LB	45	\$	\$
B8	WVDEP 652	Lime	TON	1	\$	\$
B9	WVDEP 652	Fertilizer	LB	50	\$	\$
Total Unit Price Additive 2 Bid						\$

D. Bidder acknowledges that:

1. Bids shall be LUMP SUM and shall include ALL WORK necessary to complete the project to the full intent of the plans and accompanying bid documents. Estimated quantities are provided above, but are not intended to over-ride information shown on the Plans, and do not include all incidentals necessary to complete the work. The Lump Sum price provided by the bidder includes all labor and material quantities required to perform the project to WVDOH and WVDEP Standards.
 - a. *Bid items B1-B9 (Entire Additive Bid B) shall be paid on a unit price basis and quantities shown are approximate. Unit price work shall include ALL WORK necessary to complete those items to the full intent of the plans and accompanying bid documents.
2. In the event that a Change Order becomes necessary during the life of the project, the Contractor will be paid extra or shall credit the Owner, as the case may be, on the basis of the unit prices quoted herein; these quantities are not to be used for routine over-runs or under-runs, unless the change is so significant as to justify a Change Order as defined in Section 11.09 of the Standard General Conditions. Prices shall include all overhead, profit, labor, materials, equipment and incidental work and shall be the sum total compensation payable or creditable for such items of work in place. These unit prices shall be good for the duration of the contract.
3. The Owner reserves the right to reject individual unit price included above and intended for use in Change Orders only, rejections may be due to be token bid items, irregularities, or unbalancing. Items listed above may or may not be on the bid plans. Unit prices shall be provided for each item. If a change order is required during construction that utilizes a unit price that is otherwise rejected, the price for that work will be determined based on Section 11.07 of the Standard General Conditions. Bids may be deemed unresponsive if a unit price is not provided for every item listed on the bid form. All items listed on the bid form shall total the Lump Sum bid amount.

3.02 *Total Project Bid Price (Lump Sum and Unit Prices)*

Total Base Bid Price (LUMP SUM)	\$
Total Additive 1 Bid Price (LUMP SUM)	\$
Total Additive 2 Bid Price (UNIT PRICE)	\$
Total Project Bid Price (Including Base, Additive 1, & Additive 2 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 Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 "DELETED"

6.03 "DELETED"

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

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.

7.03 *Receipt of Addenda*

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

Addendum Number	Addendum Date

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, including all American Iron and Steel requirements.
 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.

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.

BIDDER hereby submits this Bid as set forth above:

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)

Sign-In Sheet

Date: 06/26/2026

	Name	Company	Email	Phone
1	David Collins	Southern WV Paving	dcollins@wvpaving.com	304 809 2057
2	Eric Hazelwood	DCI/Shires Inc	robert.deeb@dcishires.com	304-323 1996
3	Bryson Murphy	Swope	bid@swopeco.com	304-325-8146
4	Christian Yates	BEDA	cyates@bluewv.org	304-902-2132 304-802
5	Katherine Pavley	Region 1	katherine@regionone.org	304 431 7225
6	Jason Williams	RK+K	jwilliams@rkk.com	540-392.0277
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Bluefield WV Economic Development Authority

Exit 1 Development - Entrances

USEDA Award #01-79-14815

Pre-Bid Conference Notes

June 26, 2026

Agenda:

1. Welcome & Introductions
2. Sign-in
3. Overview of the project:
 - a. USED A Funded
 - b. Two entrances, plus access road
4. Schedule
 - a. Bids to be opened Tuesday, July 14th, 2026, 3:00PM
 - b. Please submit all questions by Friday, July 3rd, 2021, at 12:00PM. Submit to Dee Puckett via email - dpuckett@bluewv.org
5. Bid sheet review
 - a. Bids to be awarded based on the lowest responsive, responsible base-bid. Additives to be awarded based on available funds.
 - i. Base Bid (Lump Sum) – Paving, demolition, grading/site prep., site stabilization/erosion and sediment control, storm drainage, curb & gutter
 - ii. Additive Bid A (Lump Sum) – Similar to base bid, separate entrance.
 - iii. Additive Bid B (Unit Price) – site prep and paving
6. Retainage
 - a. 5%
7. Contract time:
 - a. 70 calendar days to substantial completion
 - b. 100 calendar days to final completion
8. Liquidated Damages
 - a. \$350/day substantial
 - b. \$350/day final
9. USED A Requirements
 - a. Affirmative Action – Provide written documentation within 10 days of award.
 - i. 3.2% minority participation
 - ii. 6.9% female participation
 - b. Project Sign
 - c. Davis Bacon Wages
 - d. 5% Bid Bond
 - e. 100% Performance Bond
10. Materials Testing
 - a. Contractor to provide, to be included as part of the bid prices, to meet DOH specifications.