ADDENDUM #1 – July 26, 2017

WEST VIRGINIA PARKWAYS AUTHORITY

PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS
FOR

CONTRACT NO: TC-1-17
TREE AND BRUSH REMOVAL

Replace the following documents with the attached:

SPECIFICATIONS

Sheet 1: Revised completion date from November 17, 2017 to April 26, 2018.

Sheet 13: Revised the start date from Notice to Proceed to October 1, 2017. Revised completion date from November 17, 2017 to April 26, 2018.

Sheet 18: Revised the start date from Notice to Proceed to October 1, 2017. Changed completion date from November 17, 2017 to April 26, 2018.

WEST VIRGINIA PARKWAYS AUTHORITY

[Signature]
Gregory C. Barr
General Manager
Sealed proposals will be received by the West Virginia Parkways Authority for:

CONTRACT TC-1-17
TREE AND BRUSH REMOVAL
FAYETTE COUNTY

This contract consists of cutting trees and brush in various locations within the parkway authority's right-of-way.

Please be advised there have been revisions made to the Standard Bid Documents on page 25. For the bid to be considered, the Contractor must sign the WV Jobs Act sheet and include as part of the bid package per special provision 102.2.

The general work areas are as listed below with approximate acres of tree and brush removal:

<table>
<thead>
<tr>
<th>Area 1: Mile Post 63.7 to 64.1 SB</th>
<th>Area 1: 2.53 Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area 2: Mile Post 64.2 to 64.6 SB</td>
<td>Area 2: 2.51 Acres</td>
</tr>
<tr>
<td>Area 3: Mile Post 64.7 to 65.2 SB</td>
<td>Area 3: 5.04 Acres</td>
</tr>
</tbody>
</table>

A MANDATORY PRE-BID meeting will be held July 20, 2017 at 10:00 am at the office of the West Virginia Parkways Authority, Administration Building, Charleston, West Virginia. Attendees must be full time employees of the Contractor.

All work under this contract shall be completed by April 26, 2018.

Proposals will be received at the office of the West Virginia Parkways Authority, Administration Building, Charleston, West Virginia until 3:00 PM August 3, 2017, at which time and place said proposals will be publicly opened and read. If proposals are to be mailed via the U.S. Postal Service regular mail, they must be addressed to the West Virginia Parkways Authority, P.O. Box 1469, Charleston, WV 25325. This mail is picked up by the Authority once a day between 7:00 AM and 8:00 AM. However, Express Mail One Day Service, Federal Express, United Parcel Service (UPS), etc., must be sent to the West Virginia Parkways Authority, 3310 Piedmont Road, Charleston, WV 25306. It shall be the bidder's responsibility to determine his transmittal method such that his bid will arrive in the Authority's office prior to the scheduled bid opening. Bids received in the Authority's office after the scheduled opening will be returned to the bidder unopened.

Contract Documents without Standard Specifications or other referenced standards can be obtained from HNTB, #41 Mission Way, Scott Depot, WV 25560, Phone (304) 760-1803, Email jswish@hntb.com.

Proposals must be made upon the forms furnished by the Authority in the manner designated in the specifications, and must be enclosed in sealed envelopes bearing the name and address of the bidder and the number of the contract on the outside, and must be accompanied by a CASHIER'S or CERTIFIED CHECK or BID BOND in favor of the West Virginia Parkways Authority, FOR AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE AMOUNT OF THE PROPOSAL OR $2,000 WHICHEVER IS THE GREATER, and must be delivered at the place designated above on or before the day and hour named.

Pursuant to Bureau of Employment Programs (BEP) Rule 96 C.S.R.1 Implementation Rule dated June 30, 2000, Contractors requesting plans must furnish their FEIN Number, company name and any name they are doing business as. Firms listed in the BEP Default Directory will not be issued Bidding Documents.

The Authority reserves the right to reject any and all Proposals submitted, and to waive any or all formalities in bidding, as it may deem in its best interest.

The Authority strongly encourages minority owned and women owned businesses to submit proposals for this contract.

The WVPA is an Equal Opportunity Employer. All firms submitting proposals must certify that they practice Equal Employment Opportunities.

WEST VIRGINIA PARKWAYS AUTHORITY

Gregory C. Barr
General Manager

DATE: _____________________________

Addendum 1
Construction under the above proposal and calculation of working time will begin October 1, 2017 and will be completed by date of April 26, 2018.

It is agreed that time is of the essence for this contract, and that I (we) will, in the event of my (our) failure to complete the contract within the time limited named, reimburse the West Virginia Parkways Authority an amount to be determined by the said Authority as sufficient to cover fully any additional demonstrable costs incurred by the Authority because of such failure, including extra engineering costs, in addition to that specified in section 108.7 of the Standard Specifications.

CERTIFICATE OF COMPLIANCE INVOLVING THE SUPPLYING OF ALUMINUM, GLASS, STEEL OR IRON PRODUCTS

We have complied and shall continue to comply with the provisions of Chapter 5, Article 19, of the Official West Virginia code, 1931, as amended, which statute is incorporated herein by reference and the applicable specifications involving Domestic Aluminum, Glass and Iron in Public Works Projects. We have also complied and shall continue to comply with the provisions of Chapter 5A, Article 3, Section 56 of the West Virginia code, 1931, as amended, which statute is incorporated herein by reference and the applicable specifications, involving Domestic Steel Products in State Supported Projects.
loss of anticipated profits because of such change by reason of any variations between the estimated quantities and the quantities of the work done.

(4) “CONTRACTOR” AGREES to conform to the laws of the State of West Virginia in reference to keeping the project open, and to all other legal requirements not mentioned herein, or specified; to keep all employees engaged on said work protected by the Worker’s Compensation Fund in compliance with the Act of the Legislature of West Virginia, known as The Worker’s Compensation Act, which is made a part hereof, and to save the ‘AUTHORITY” harmless from all liability for damage to persons or property that may accrue during and by reason of the acts or negligence of the “CONTRACTOR”, his agents, employees, or subcontractors, if there be such.

(5) CONSTRUCTION UNDER the above proposal and calculation of working time will begin October 1, 2017 and will complete by/or on April 26, 2018.

IT IS AGREED that time is of the essence of this contract, and that “CONTRACTOR” will, in the event of failure to complete the contract within the time limit named, reimburse to the “AUTHORITY” an amount to be determined by said “AUTHORITY” as sufficient to cover fully any additional demonstrable costs incurred by the “AUTHORITY” because of such failure, including extra engineering costs, in addition to that specified in section 108.7 of the Standard Specifications.

(6) IT IS FURTHER AGREED if at any time during the prosecution of the work, the “AUTHORITY” shall determine that the work provided for is not being performed according to the Contract; it may suspend the work under the contract, and thereupon complete it in compliance with the contract.

(7) ON THE FAITHFUL PERFORMANCE of the work set forth in the contract and the acceptance of the “AUTHORITY”, the “AUTHORITY” hereby agrees to pay the ‘CONTRACTOR” the amount due and owing.

(8) THE AUTHORITY SHALL, once in each month make an estimate of work done, and of material which has been actually put in place, in accordance with the terms and conditions of this contract, during the preceding month, and compute the value thereof as set forth in the contract. From the total of the amounts so ascertained, there shall be deducted an amount equivalent to two (2) percent (2%) of the whole to be retained by the “AUTHORITY” until after completion of the entire contract, and its acceptance.

(9) IT IS FURTHER AGREED that so long as any lawful or proper directions concerning the work or material given by the “AUTHORITY” shall remain unaccomplished, the “CONTRACTOR” shall