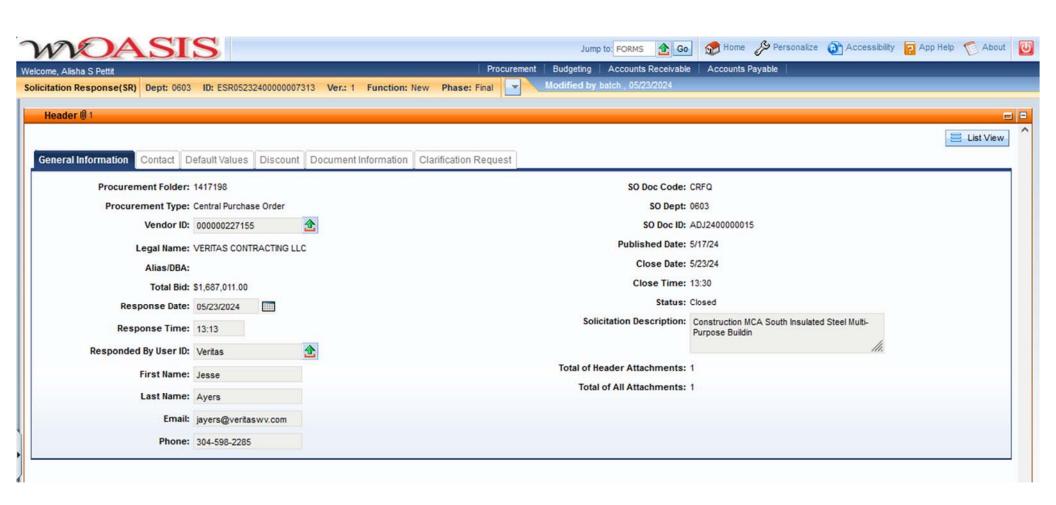
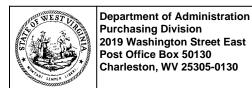


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





State of West Virginia Solicitation Response

Proc Folder:

1417198

Solicitation Description:

Construction MCA South Insulated Steel Multi-Purpose Buildin

Proc Type:

2024-05-23 13:30

Central Purchase Order

Solicitation Closes Solicitation Response Version

SR 0603 ESR05232400000007313 1

VENDOR

000000227155

VERITAS CONTRACTING LLC

Solicitation Number: CRFQ 0603 ADJ2400000015

Total Bid: 1687011 **Response Date:** 2024-05-23 **Response Time:** 13:13:30

Comments:

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067 david.h.pauline@wv.gov

Vendor Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

 Date Printed:
 May 23, 2024
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	BASE BID- Provide/construct 50' x 60'				573177.00
	building				

Comm Code	Manufacturer	Specification	Model #	
72000000				

Commodity Line Comments:

Extended Description:

See Attached Exhibit "A" Pricing Page

Contract Item #1- BASE BID Lump Sum Price for purchase and construction of a 50' x 60' insulated steel multi-purpose building, per the attached documentation.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Alternate Bid-No. 1- Provide/construct 80' x 120' building				1113834.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

Commodity Line Comments:

Extended Description:

See Attached Exhibit "A" Pricing Page

Contract Item #2- ALTERNATE BID #1 Lump Sum Price for purchase and construction of an 80' x 120' insulated steel multi-purpose building, per the attached documentation.

Date Printed: May 23, 2024 Page: 2 FORM ID: WV-PRC-SR-001 2020/05



Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Centralized Request for Quote

Proc Folder: 1417198

Doc Description: Construction MCA South Insulated Steel Multi-Purpose Buildin

Reason for Modification:

Addendum No. 3

Proc Type:

Central Purchase Order

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2024-05-17
 2024-05-23 13:30
 CRFQ 0603 ADJ2400000015
 4

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code: 000000227155

Vendor Name: Veritas Contracting LLC

Address: 246

Street: Business Park Drive

City: Fairmont

State: West Virginia Country: United States Zip: 26554

Principal Contact: Samuel O. Proctor

Vendor Contact Phone: 304-598-2285 Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline

304-558-0067

david.h.pauline@wv.gov

Vendor

Signature X / C PATE May 23, 3024

All offers subject to all terms and conditions contained in this solicitation

Date Printed: May 17, 2024 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

Addendum No. 3

To provide response to the Vendor Technical Questions, see attached.

To provide slab detail drawing for vendor use, see attached.

To modify specifications: regarding garage door size, see attached.

To move the Bid Opening date and time to May 23, 2024, at 1:30 pm., est.

No other changes.

INVOICE TO	SHIP TO		
ADJUTANT GENERALS	ADJUTANT GENERALS		
OFFICE	OFFICE		
1703 COONSKIN DR	305 FAYETTE PIKE		
CHARLESTON WV	MONTGOMERY WV		
US	US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	BASE BID- Provide/construct 50' x 60' building	J	\$57	3,177.00	\$573,177.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

Extended Description:

See Attached Exhibit "A" Pricing Page

Contract Item #1- BASE BID Lump Sum Price for purchase and construction of a 50' x 60' insulated steel multi-purpose building, per the attached documentation.

INVOICE TO		SHIP TO		
ADJUTANT GENERALS OFFICE		ADJUTANT GENERALS OFFICE		
1703 COONSKIN DR		305 FAYETTE PIKE		
CHARLESTON US	WV	MONTGOMERY US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Alternate Bid-No. 1- Provide/construct 80' x 120' building		\$1	.113.834.00	\$1,113,834.00

Comm Code	Manufacturer	Specification	Model #	1
72000000				
- ja				

Extended Description:

See Attached Exhibit "A" Pricing Page

Contract Item #2- ALTERNATE BID #1 Lump Sum Price for purchase and construction of an 80' x 120' insulated steel multipurpose building, per the attached documentation.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Mandatory Pre-bid Meeting at 10:30 am., est.	2024-04-25
2	Vendor Technical Questions Due By Noon est.	2024-05-13

	Document Phase	Document Description	Page 4
ADJ2400000015		Construction MCA South Insulated Steel Multi-Purpose Buildin	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Exhibit A-Pricing Page

ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, AND SUPPLIES TO PURCHASE AND CONSTRUCT AN INSULATED STEEL MULTI-PURPOSE BUILDING AT THE MOUNTINEER CHALLENGE SOUTH FACILITY

305 FAYETTE PIKE, MONTGOMERY, WV

BID FORM

The undersigned, hereafter called the Bidder, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents.

	BIDDERS COM	PANY NAME:	Veritas Cor	ntracting LLC		
	VENDOR ADDI	RESS: 24	46 Business F	Park Drive	2	
		F	airmont, WV	26554		
					- 1	
	TELEPHONE:	30	04-598-2285			
	FAX NUMBER:	N	o Fax		-	
	E-MAIL ADDRE	ESS: S J	proctor@verit	taswv.com		
	steel multi-pur South facility:	pose building	per the attache		e Mountai	neer Challenge Academy
Five	Hundred Sev	enty-Three 1	housand On	e Hundred Seventy-	Seven D	ollars and Zero Cents
	(\$_573,177.00) *** (Contract bid to be written in words and numbers.)					
	Contract Item a purpose buildi facility:	# 2- Alternate I ng per the atta	Bid # 1- Providached specifica	e and construct new 8 ations at the Mountain	0' x 120' ir eer Challe	nsulated steel multi- nge Academy South
One Milli	on One Hund	red Thirteen	Thousand Ei	ght Hundred Thirty-	Four Doll	ars and Zero Cents
	(\$_1,113,834 SIGNATURE: _ NAME: _	.00) *** (¢o		written in words and nur	ŕ	May 23, 2024
	TITLE:	Member		-		

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ ADJ2400000015

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received) Addendum No. 104/22/2024 Addendum No. 6 \bowtie \boxtimes Addendum No. 2 04/25/202 Addendum No. 7 Addendum No. 3 05/17/2024 \boxtimes Addendum No. 8 Addendum No. 9 Addendum No. 4 Addendum No. 5 Addendum No. 10 I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding. eritas Contracting LLC Company Authorized Signature

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

May 23, 2024 Date **DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Samuel O. Proctor Member
(Address) 246 Business Park Drive Fairmont, WV 26554
(Phone Number) / (Fax Number) 304-598-2285 No Fax
(email address)sproctor@veritaswv.com
CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.
By signing below, Lfurther certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract
clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity
entering into this contract is prohibited from engaging in a boycott against Israel. Veritas Contracting LLC
(Company)
(Signature of Authorized Representative) Samuel O. Proctor Member 05/23/2024
(Printed Name and Title of Authorized Representative) (Date)
304-598-2285 No Fax
(Phone Number) (Fax Number)
sproctor@veritaswv.com

(Email Address)

BID BOND

	KNOW ALL MEN BY THESE PRESE	NTS, That we, the undersign	ed, Veritas Contracting, LLC
of	Fairmont ,	WV	as Principal, and Fidelity and Deposit Company of Maryland
of	Schaumburg ,	IL, a corporat	on organized and existing under the laws of the State of
<u>IL</u>	with its principal office in the	City of Schaumburg	, as Surety, are held and firmly bound unto the State
of West	Virginia, as Obligee, in the penal sum	of Five Percent of Amoun	t Bid (\$ 5%) for the payment of which,
well and	truly to be made, we jointly and severa	ally bind ourselves, our heirs	, administrators, executors, successors and assigns.
	The Condition of the above obligation	on is such that whereas the	Principal has submitted to the Purchasing Section of the
Departn	nent of Administration a certain bid or p	roposal, attached hereto and	I made a part hereof, to enter into a contract in writing for
Constr	ruction MCA South Insulated Steel	Multi-Purpose Building	
	NOW THEREFORE,		
	(a) If said bid shall be rejected, of	or	
	(b) If said bid shall be accepte	ed and the Principal shall en	nter into a contract in accordance with the bid or proposal
attache	d hereto and shall furnish any other be sement created by the acceptance of si	onds and insurance required aid bid, then this obligation s	by the bid or proposal, and shall in all other respects perform hall be null and void, otherwise this obligation shall remain in
full force	e and effect. It is expressly understoo	d and agreed that the liability	y of the Surety for any and all claims hereunder shall, in no
event, e	exceed the penal amount of this obligati	ion as herein stated.	
	The Surety for the value received, he	ereby stipulates and agrees	that the obligations∕ of said Surety and its bond shall be in no
	paired or affected by any extension of	f the time within which the	Obligee may accept such bid, and said Surety does hereby
waive n	otice of any such extension.		// <i>C</i> V/
	WITNESS, the following signatures a	nd seals of Principal and Su	ety, executed and sealed by a proper officer of Principal and
Surety	or by Principal individually if Principal is		11 / 111 —
ou. 01,			
Principa	al Seal		Veritas Contracting, LLO
, imape			(Name of Principal)
			By ANN V
			(Must be President, Vice President, or
			Duly Authorized Agent)
			Member
		minimum,	(Title)
		STOOP OF COMPANIE	Fidelity and Deposit Company of Manyland
Surety :	Seal	SEVI WEST	Fidelity and Deposit Company of Maryland (Name of Surety)
		SEAL A	(Maine or edicity)
		1890 DULLE	Bull has DCV
		SEAL 1890 SEAL	Nicholas A. Sparachane Attorney-in-Fact
			Nicholas A. Sparacháhe Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Bond Number: Bid Bond

Obligee: State of West Virginia - Adjutant Generals Office

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Nicholas A. Sparachane , its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of October, A.D. 2023.

ATTEST: ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 10th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON NOTARY PUBLIC BALTIMORE COUNTY MD

My Commission Expires JANUARY 27, 2025



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of ______, 2024_,

SEAL COMMITTEE OF THE PROPERTY OF THE PROPERTY

ORDORS ON SEAL OF THE PROPERTY OF THE PROPERTY

SEAL SEAL

By:

Mary Jean Pethick Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 reportsfclaims@zurichna.com 800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,	
COUNTY OF Marion	TO-WIT:
I, Samuel O. Proctor	after being first duly sworn, depose and state as follows:
1. I am an employee of	Veritas Contracting LLC ; and, (Company Name)
2. I do hereby attest that	Veritas Contracting LLC (Company Name)
policy are in compliance with the above statements are sworn	or a drug-free workplace policy and that such plan and ith West Virginia Code §21-1D. to under the penalty of perjury. Printed Name: Samuel O. Proctor Signature: Member Company Name: Veritas Contracting LLC
ו	Date: May 23, 2024
Taken, subscribed and sworn to be By Commission expires (Seal) OFFICIAL NOTARY STATE OF WEST Jeans John State of West Jeans John State of West Jeans John State of West Commissions West Commis	LISEAL PUBLIC AT VIRGINIA Wilfong Orive V 28554 V 28554
WITH WV CODE PROVISIONS	FAILURE TO INCLUDE THE AFFIDAVIT WITH THE

BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the WV Army National Guard, Construction & Facilities Management Office, to establish a contract for the following:

PROVIDE ALL LABOR, MATERIAL, TOOLS, SUPPLIES AND EQUIPMENT TO PURCHASE AND CONSTRUCT AN INSULATED STEEL MULTI-PURPOSE BUILDING AT MOUNTAINEER CHALLENGE ACADEMY SOUTH AT THE WVU-TECH CAMPUS IN MONTGOMERY, WV. Contractor shall coordinate work through the Agency Project Manager.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

The award, execution and completion of this project is contingent upon receipt of funding; therefore, vendors are requested to honor the pricing submitted on their bids for 90 days from the date bids are opened on this project.

Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. Therefore, products of other manufacturers may be employed for this work provided they are of equivalent materials and construction, and are equally adaptable to the conditions as approved by the agency.

Once you arrive at the Vining Library Parking Lot, contractors will be provided all instructions by agency staff. Please follow the guidelines below regarding the pre-bid meeting.

- No more than two (2) representatives of the interested bidder may attend the site visit; to limit group size.
- Site visits will take place the day of the Pre-Bid meeting in small groups as directed by the Agency Project Manager, vendors should plan on the possibility of being onsite for several hours, depending on the number of contractors who attend.
- Visiting bidder representative(s) must abide by all safety precautions, as prescribed by the Agency Project Manager.
- The site visit is NOT an opportunity to ask or submit technical questions about the project. No verbal representations provided at a site visit are binding in any manner. Interested bidders should submit all technical questions per the instructions in the CFRQ.

- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.
 - 2.1 "Construction Services" means to provide turn-key installation, including all labor, materials, tools, supplies and equipment, to purchase and provide construction of an insulated steel multi-purpose building at the Mountaineer Challenge South Facility located on the WVU Tech Campus, Montgomery, WV as more fully described in the Project Plans.
 - **2.2 "Pricing Page"** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.
 - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
 - **2.4 "Project Plans"** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B-F, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B-F, Vendors can obtain copies in accordance with Section 9 of these Specifications.
- **3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- **4. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - **4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least five (5) projects and have at least five (5) years of experience and that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

- 5. CONTRACT AWARD: The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications.
- 6. SELECTION OF ALTERNATES: Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. This project contains One (1) alternate.
- 7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
- 8. SUBSTITUTIONS: Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
- 9. PROJECT PLANS: The checked box will apply to Project Plans for this solicitation.
 - □ **No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit(s) B-F or any subsequent addenda modifying Exhibit(s) B-F.

10. CONDITIONS OF THE WORK

- **10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- **10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.
- 10.3. Standard Work Hours: The standard hours of work for this Contract will be Monday through Friday from 7:30am to 4:00pm, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

- 10.4. Project Closeout: Project Closeout shall include the following:
 - **10.4.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:
 - **10.4.1.1.** Contractor is responsible for removing all construction debris daily.
 - **10.4.1.2.** Contractor is responsible for removing and disposing of any demolished material; off site and at the contractor's expense.
 - 10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

10.5. Payment:

- 10.5.1 Agency shall pay flat fee as shown on the Bid Form, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- **10.5.2** Invoices shall be submitted for payment (in arrears) and must include the following information:
 - **10.5.2.1** Invoice must include, at a minimum, invoice date, FEIN number, complete address of vendor and Contract number.
 - 10.5.2.2 Invoices shall be mailed to the following address:

WV Army National Guard Construction & Facilities Management Office 1707 Coonskin Drive Attn: Accounts Payable Charleston, WV 25311

- 11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - **11.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - **11.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - **11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manage	Samuel O. Proctor	
Telephone Numb	er: _ 304-598-2285	
Fax Number:	No Fax	
Email Address:	sproctor@veritaswv.com	

a. Liquidated Damages: Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

EXHIBIT A - Pricing Page

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the WV Army National Guard, Construction & Facilities Management Office, to establish a contract for the following:

PROVIDE ALL LABOR, MATERIAL, TOOLS, SUPPLIES AND EQUIPMENT TO PURCHASE AND CONSTRUCT AN INSULATED STEEL MULTI-PURPOSE BUILDING AT MOUNTAINEER CHALLENGE ACADEMY SOUTH AT THE WVU-TECH CAMPUS IN MONTGOMERY, WV. Contractor shall coordinate work through the Agency Project Manager.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

The award, execution and completion of this project is contingent upon receipt of funding; therefore, vendors are requested to honor the pricing submitted on their bids for 90 days from the date bids are opened on this project.

Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. Therefore, products of other manufacturers may be employed for this work provided they are of equivalent materials and construction, and are equally adaptable to the conditions as approved by the agency.

Once you arrive at the Vining Library Parking Lot, contractors will be provided all instructions by agency staff. Please follow the guidelines below regarding the pre-bid meeting.

- No more than two (2) representatives of the interested bidder may attend the site visit; to limit group size.
- Site visits will take place the day of the Pre-Bid meeting in small groups as directed by the Agency Project Manager, vendors should plan on the possibility of being onsite for several hours, depending on the number of contractors who attend.
- Visiting bidder representative(s) must abide by all safety precautions, as prescribed by the Agency Project Manager.
- The site visit is NOT an opportunity to ask or submit technical questions about the project. No verbal representations provided at a site visit are binding in any manner.
 Interested bidders should submit all technical questions per the instructions in the CFRQ.

- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.
 - 2.1 "Construction Services" means to provide turn-key installation, including all labor, materials, tools, supplies and equipment, to purchase and provide construction of an insulated steel multi-purpose building at the Mountaineer Challenge South Facility located on the WVU Tech Campus, Montgomery, WV as more fully described in the Project Plans.
 - 2.2 "Pricing Page" means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.
 - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
 - 2.4 "Project Plans" means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B-F, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B-F, Vendors can obtain copies in accordance with Section 9 of these Specifications.
- **3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- **4. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - **4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least five (5) projects and have at least five (5) years of experience and that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

- 5. CONTRACT AWARD: The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications.
- 6. SELECTION OF ALTERNATES: Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. This project contains One (1) alternate.
- 7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
- 8. SUBSTITUTIONS: Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
- 9. PROJECT PLANS: The checked box will apply to Project Plans for this solicitation.
 - □ **No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit(s) B-F or any subsequent addenda modifying Exhibit(s) B-F.

10. CONDITIONS OF THE WORK

- **10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- **10.2. Existing Conditions**: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.
- 10.3. Standard Work Hours: The standard hours of work for this Contract will be Monday through Friday from 7:30am to 4:00pm, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

- **10.4. Project Closeout**: Project Closeout shall include the following:
 - **10.4.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:
 - **10.4.1.1.** Contractor is responsible for removing all construction debris daily.
 - **10.4.1.2.** Contractor is responsible for removing and disposing of any demolished material; off site and at the contractor's expense.
 - 10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

10.5. Payment:

- 10.5.1 Agency shall pay flat fee as shown on the Bid Form, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- **10.5.2** Invoices shall be submitted for payment (in arrears) and must include the following information:
 - **10.5.2.1** Invoice must include, at a minimum, invoice date, FEIN number, complete address of vendor and Contract number.
 - 10.5.2.2 Invoices shall be mailed to the following address:

WV Army National Guard Construction & Facilities Management Office 1707 Coonskin Drive Attn: Accounts Payable Charleston, WV 25311

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Telephone Numb	er: <u>304-598-2285</u>	
Fax Number:	No Fax	
Email Address:	sproctor@veritaswv.com	

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EXHIBIT A - Pricing Page

EXHIBIT C-Scope of Work

WEST VIRGINIA ARMY NATIONAL GUARD

HEATED STEEL STORAGE BUILDING IN MONTGOMERY, WV

MOUNTAINEER CHALLENGE ACADEMY SOUTH CAMPUS

April 2024

Division 1 - General Requirements

00200 Instructions to Bidders

Any and all contractual documents, information and procedures distributed by, or by any
other means conveyed, by WV State Purchasing or the office of; supersedes the language in
this document.

01100 Summary

Work to be performed:

Project consists of the supply and installation of a 50' x 60' insulated steel building at the MCA South Campus located at Montgomery, WV.

Installation notes are as follows for the BASE BID:

Concrete Pad Requirements:

- 1. Excavate existing 50'x60' area in location outlined in attachments.
- 2. Provide and install 50'x 60' steel reinforced turndown concrete pad. (Rebar layout attached) See Exhibit E attached.
- 3. Pad concrete thickness shall be a minimum of 6" in thickness of 4500psi concrete with 2" of Class 2 aggregate base. (Rebar reinforcement layout attached) See Exhibit E attached.
- 4. Provide stub-ups in slab for all utilities. (water, sewer, electrical and gas)
- 5. Provide a 16' x 50' (field verify) steel reinforced concrete driveway from access road to building following the same specifications for building pad.
- 6. Provide a 4' wide, steel reinforced concrete sidewalk from single door entrance of building to existing sidewalk.
- 7. The sidewalk shall have a minimum of 4" in thickness of 4500psi concrete with 2" of Class 2 aggregate base.
- 8. Dispose of all construction debris offsite.
- 9. Repair any disturbed areas.

Steel Building Requirements:

1. Provide and install a 50′ x 60′ x 14′H prefabricated insulated steel building with gable style roof on new concrete pad.

- 2. Stamped drawings from building manufacturer shall be provided prior to construction.
- 3. Provide a 10' x 10' overhead coiling door w/ motorized opener at driveway.
- 4. Provide 2 36"x 80" man doors. One shall be located at sidewalk and the other to left side of $10' \times 10'$ garage door entrance.

Electrical Requirements:

- 1. Provide and install meter base, switchgear and 42 slot distribution panel for new 208/270 three phase, 400amp service.
- 2. Provide and install surface mounted conduit for lighting and electrical outlets throughout.
- 3. Provide and install LED high bay lighting fixtures, evenly spaced throughout building.
- 4. Lumen testing shall be performed to determine adequate lighting of space.
- 5. Provide and install 120V electrical receptacles evenly spaced throughout building.
- 6. All new work shall be installed in accordance with the latest version of the National Electric Code.

HVAC Requirements:

- Provide and install a concrete pad mounted 8-ton Rheem RGEDZT Commercial Classic Series
 packaged gas electric unit divided into two stages with a natural gas fired heating section, or
 equal. (install location TBD) See Exhibit F attached for detailed specifications.
- 2. Provide and install switchgear and electrical connections for unit.
- 3. Package unit shall be three phase and have a new circuit pulled from the nearest service entrance.
- 4. All new work shall be installed in accordance with the latest version of the National Electric Code.
- 5. Provide and install piping for gas connections to unit.
- 6. Natural gas piping shall be sized and installed per the latest version of the Natural Fuel and Gas Code.
- 7. Provide and install all supply and return insulated ductwork.
- 8. External supply and return ductwork shall be metal with internal insulation and sealed weathertight.
- 9. Supply duct shall extend into the building and transition to fabric duct with internal hoop system or equivalent and run the length of the building.
- 10. Return duct shall stop once it has entered the building and have a grill to cover the opening.
- 11. Ductwork shall be sized and installed per SMANCA Standards.
- 12. Unit shall be controlled by a single multi-stage thermostat mounted near the return duct opening.
- 13. Contractor shall submit a test and balance report showing the unit is providing the correct CFM based on the manufacturer's specification.

Add/Alternate No. 1- Requirements:

- 1. Increase pad size to 80' x 120'.
- 2. Increase building size to 80' x 120'.
- 3. Increase conduit quantities to accommodate space.
- 4. Increase lighting fixture quantities to accommodate space.

- 5. Increase electrical receptacle quantities to accommodate space.
- 6. Increase size of HVAC unit and ductwork to accommodate space.
- 7. Provide and install a 50' x 60' (field verify) hardstand gravel parking area next to concrete driveway.
- 8. Hardstand area shall be excavated, and separation fabric installed.
- 9. Hardstand area shall consist of 4" of 2" ASHTO base compacted and 2" of #57 stone topping compacted.

01300 Administrative Requirements

PROJECT COORDINATION

- Coordinate construction activities included in Contract Documents to assure efficient and orderly installation of each part of the Work.
- Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
- Where necessary prepare memoranda for distribution to each party involved outlining special
 procedures required for coordination. Include such items as required notices, reports, and
 attendance at meetings. Prepare similar memoranda for Owner and separate Contractors
 where coordination of their Work is required.

ADMINISTRATIVE PROCEDURES

- Coordinate scheduling and timing of required administrative procedures with other construction
 activities to avoid conflicts and ensure orderly progress of the Work. Such administrative
 activities include, but are not limited to:
 - Preparing of schedules.
 - Delivering and processing submittals.
 - o Progress meetings.
 - o Project Close-out activities.

CONSERVATION

 Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

GENERAL RESPONSIBILITIES

- The successful contractor is responsible for providing all parts, labor, equipment, and materials required to provide a finished fully functional product as described in the objectives.
- The contractor is responsible for the cost and obtaining of all required permits.

- The contactor is responsible to ensure all work is in compliance with all Federal, State, Local Municipalities, State Fire Marshall and ATFP requirements.
- Contractor is responsible for all permits; the contractor shall obtain all required permits prior to initiation of any work. The contractor shall be responsible for the associated costs or permitting.
- Contractor is responsible for field verifying all distances and quantities of materials and components necessary for completion.
- The contractor is responsible for cleaning up the work site and repairing the site to original conditions once work is completed.
- Contractor responsible for keeping the work site clean daily, free from excess debris and safety hazards.
- Contractor responsible for providing waste disposal for the project; contractor is responsible for removing all construction waste debris off site at the contractor's expense.
- All materials shall be submitted and approved by the WVARNG prior to installation.
- The West Virginia Army National Guard reserves the right to claim removed equipment from the project. A list of equipment to be retained will be provided to the contractor prior to beginning work. Contractor to make every effort to remove these items without damage.
- The contractor will provide a schedule of values broken down per line item with material and labor.
- Owner has 7 business days to review and respond to Requests for Information (RFI)s.
- Owner has 14 business days to review and respond to contract submittals.
- Owner has 14 business days to review and respond to review drawings.

SITE ACCESS REQUIREMENTS

- Access and general protection/security policy and procedures. This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area. Contractor and all associated sub-contractor's employees shall provide all information required for background checks to meet installation access requirements.
- Contractor is responsible for coordinating with the Owner/Owner's Representative, for access and deliveries. The Owner requires two (2) business days' notice to approve access to the facility.

01400 Quality Requirements

• The successful contractor will be required to provide a one-year warranty on all parts, labor, and materials on the entire project.

01500 Temporary Facilities and Controls

- The successful contractor will be required to provide their own temporary facilities. The West Virginia Army National Guard will provide an area for the contractor to have a lay down area, and a place for a job trailer.
- The West Virginia Army National Guard will make every effort to provide electric and water for the contractor's lay down and job trailer site; however, it is not guaranteed.

01700 Execution Requirements

 Within 30 days of the government Final Acceptance of the project; the contractor shall be responsible to provide any and all field notes, as-built drawings, or any other associated records to the Owner.

Division 2 - Site Construction

CLEANING

Promptly remove materials, rubbish, and debris from building and from property.

SALVAGEABLE MATERIALS

- Review with Owner at Preconstruction meeting about salvaged materials the Owner wishes to retain from building renovation project.
- Remove with care materials to be retained by Owner and store on site where directed for pickup by owner.

HANDLING

- Deliver materials and other components so they will not be damaged or deformed
- Exercise care in unloading, storing, and erecting materials to prevent bending, warping, twisting, and surface damage.
- Stack materials on platforms/pallets, covered with suitable weathertight ventilated covering.

WARRANTY

 Furnish manufacturer's written warranty covering materials installed. This warranty shall be in addition to and not a limitation of other rights the Owner may have against the Contractor under the Contract Documents.

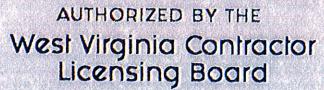
PRODUCTS

• Will be in accordance with attached specifications.

INSTALLATION

 General: Comply with manufacturers' instructions and recommendations for installation, as applicable to project.

CONTRACTOR LICENSE





NUMBER:

WV037797

CLASSIFICATION:

GENERAL BUILDING

VERITAS CONTRACTING LLC
DBA VERITAS CONTRACTING LLC
246 BUSINESS PARK DRIVE
FAIRMONT, WV 26554

DATE ISSUED

OCTOBER 12, 2023

EXPIRATION DATE

OCTOBER 12, 2024

Authorized Signature

Chair, West Virginia Contractor Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.