



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

State of West Virginia
Purchase Order

Order Date: 06-16-2022

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CPO 0211 4001 GSD2200000027 1	Procurement Folder:	1017536
Document Name:	Building 1, West Wing Fan Coil Replacement Project - Phase 3	Reason for Modification:	Award of CRFQ GSD2200000040
Document Description:	Building 1, West Wing Fan Coil		
Procurement Type:	Central Purchase Order		
Buyer Name:	Melissa Pettrey		
Telephone:	(304) 558-0094		
Email:	melissa.k.pettrey@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000174873 DOUGHERTY CO INC PO BOX 1828 CHARLESTON WV 25327-1828 US Vendor Contact Phone: 304-925-6664 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: David K Parsons Requestor Phone: 304-352-5486 Requestor Email: david.k.parsons@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV 25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 1 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

6-22-22 SAT

Total Order Amount: \$1,850,000.00

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: <i>Tanya G. 6/21/2022</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John S. 6/22/2022</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>6/27/2022</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Central Purchase Order/ One-Time Purchase
CONSTRUCTION

The Vendor, Dougherty Company, Inc., of Charleston, WV agrees to enter this One-Time Purchase contract with the WV Department of Administration, General Services Division, to provide new fan coil units for the west wing of the Capitol Complex, building 1, per the attached specifications, exhibits, terms and conditions, Addendum No.1 dated 04/21/2022, Addendum No. 2 dated 05/06/2022, and the vendors submitted bid dated 05/17/2022 incorporated herein by reference and made a part hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72151206	0.00000		0.000000	1670000.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Base Bid

Extended Description:

Per attached Project Plans

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	72151206	0.00000		0.000000	180000.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Alternate 1

Extended Description:

Per attached Project Plans

	Document Phase	Document Description	Page 3
GSD2200000027	Draft	Building 1, West Wing Fan Coil	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within THREE HUNDRED DAYS (300) days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☒ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

Revised 04/01/2022

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☒ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \$100,000.00 per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer

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stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review.

If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Dougherty Company, Inc.

☐ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
Cornerstone Electric	WV040693
Agsten Construction	WV031022
Prime Insulation	WV023110
Trane	WV026978

Attach additional pages if necessary

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.

(Name, Title)



(Printed Name and Title) Brian W. Smith, President

(Address) P.O. Box 1828, Charleston, WV 25327

(Phone Number) / (Fax Number) (304)925-6664 / (304)925-4280

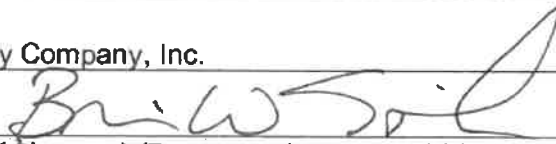
(email address) briansmith@doughertyco.com

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 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, I further 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.

Dougherty Company, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Brian W. Smith, President

May 17, 2022

(Printed Name and Title of Authorized Representative) (Date)

(304)925-6664 / (304)925-4280

(Phone Number) (Fax Number)

briansmith@doughertyco.com

(Email Address)

REQUEST FOR QUOTATION
Building 1, West Wing Fan Coil Replacement Project – Phase

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **Purpose and Scope:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division, to establish a contract for the following:

To provide new fan coil units for the west wing of the Capitol Complex, building 1, as shown on the attached Exhibits.

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.

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 Specification's Manual as defined below.

- 2.1. **"Construction Services"** means demolition and installation services as more fully described in the Project Plans.

- 2.2. **"Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual 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 Exhibits B-J, 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 Exhibits B-J, 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 Specifications/Project Manual.
4. **Qualifications:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

REQUEST FOR QUOTATION
Building 1, West Wing Fan Coil Replacement Project – Phase

- 4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least three (3) projects 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. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 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. Alternate selection will be identified in the Purchase Order.
- 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.

REQUEST FOR QUOTATION
Building 1, West Wing Fan Coil Replacement Project – Phase

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 Exhibits B-G or any subsequent addenda modifying Exhibits B-G.

☐ **Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

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 7:00 am to 5:00 pm, Monday through Friday, 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:

10.4.2. 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.

REQUEST FOR QUOTATION
Building 1, West Wing Fan Coil Replacement Project – Phase

10.5. Payment

10.5.1. Agency shall pay flat fee as shown on the Pricing Page, 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.

10.5.1.1. Progress Billing: The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Owner. If approved, the Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.

Approval and payment of progress payments will be based on Vendor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Engineer and Owner will review the payment allocation and may mandate changes that they believe are necessary.

10.5.1.2. Retainage: Agency is entitled to withhold **ten percent (10%)** from each progress payment made as retainage. Agency will release retainage only upon final completion.

10.5.1.3. Liquidated Damages: Vendor shall pay liquidated damages in the amount of \$500.00 per calendar day for every calendar day beyond the completion date established by the Notice to Proceed in which they fail to achieve Final Completion of the Construction Services.

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 and complete address of vendor and Contract number.

10.5.2.2. Invoices shall be mailed to the following address:

General Services Division
112 California Avenue
Charleston, WV 25305

10.5.2.3. Or, emailed to GSDInvoices@wv.gov.

REQUEST FOR QUOTATION
Building 1, West Wing Fan Coil Replacement Project – Phase

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- 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. **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 Manager: Brian W. Smith

Telephone Number: (304)925-6664

Fax Number: (304)925-4280

Email Address: briansmith@doughertyco.com

REQUEST FOR QUOTATION
Building 1, West Wing Fan Coil Replacement Project – Phase

EXHIBIT B - PROJECT PLANS

1. GENERAL REQUIREMENTS:

1.1. Mandatory Construction Services Requirements: Construction Services must meet or exceed the mandatory requirements listed below. All work to be performed per the specifications included in the attached Exhibits.

1.1.1. Vendor shall:

- 1.1.1.1.** Remove existing fan coil units and enclosures as indicated. Provide and install new fan coil units in new enclosures, of steel studs and ½” drywall as required for installation of new units as specified. Enclosures shall reach from floor to existing ceiling. Reinsulate existing chilled water risers and fire stop all floor penetrations in the enclosure. Provide new ball valves at risers for the new units and provide an access door in enclosure for the new valves. Provide new ball valves for shut off at the basement level of each riser. Reuse the existing condensate drain system. Disconnect condensate system at the base of each riser, and flush system removing any debris. Provide new louvers, trim and connections to existing ductwork for a complete installation. Provide drywall finished and painted as required. Reinstall any room trim removed with demolished units.
- 1.1.1.2.** Provide a new conduit system in existing enclosures with a junction box at each fan coil unit and a separate breaker for each fan coil unit as scheduled on the panel schedules attached.
- 1.1.1.3.** See drawing for details subject to contractor field verification.

1.2. BUILDING AUTOMATION SYSTEM – GENERAL DESCRIPTION

- 1.2.1.** Provide an extension of the existing Building Automation System (BAS) to control all mechanical equipment associated with this project. All new building controllers, and equipment/plant controllers, shall be tied into the existing Trane Tracer Ensemble.
 - 1.2.1.1.** New controls shall be tied into owners existing Trane Ensemble System for a seamless user interface. Hotlinks/targets to other applications and/or separate web pages will be NOT accepted as a “seamless” interface to the Ensemble System.
 - 1.2.1.2.** Provide long term data logging and archiving of data for a minimum of 3 years.

REQUEST FOR QUOTATION
Building 1, West Wing Fan Coil Replacement Project – Phase

1.2.1.3. All data, alarms, and graphics shall be available for user interface from both local workstation(s) as well as mobile devices through either a mobile browser and/or mobile app.

1.2.1.4. ATC shall provide any necessary controls hardware and/or software upgrades to the existing Ensemble System to meet the spec requirements of this project.

1.2.1.4.1. The Building Automation System shall be as indicated on the drawings and described in these specifications. System must be fully integrated and coordinated with mechanical equipment DDC controllers furnished and installed in the equipment manufacturer's factory as specified in those sections. The intent of the BAS is to tie all mechanical equipment into one system for global monitoring, control, and alarming associated with the building. It is the BAS manufacturer's responsibility to provide all the design, engineering, and field coordination required to ensure all equipment sequence of operations are met as specified and the designated BAS operators have the capability of managing the building mechanical system to ensure occupant comfort while maintaining energy efficiency.

1.2.1.4.2. The BAS shall meet open standard protocol communication standards (As defined in System Communications and Field Bus Communications of COMMUNICATIONS) to ensure the system maintains "interoperability" to avoid proprietary arrangements that will make it difficult for the Owner to consider other BAS manufacturers in future projects.

1.2.1.4.3. Direct Digital Control (DDC) technology shall be used to provide the functions necessary for control of mechanical systems and terminal devices on this project.

1.2.1.4.4. The BAS shall accommodate simultaneous multiple user operation. Access to the control system data should be limited only by the security permissions of the operator role. Multiple users shall have access to all valid system data. An operator shall be able to log onto any workstation on the control system and have access to all appropriate data.

1.3. BAS - APPROVED CONTROL SYSTEM MANUFACTURERS

1.3.1. Trane Tracer® – Basis of Design

1.4. BAS - SYSTEM COMMUNICATION

1.4.1. System Communications

REQUEST FOR QUOTATION
Building 1, West Wing Fan Coil Replacement Project – Phase

1.4.1.1. Each workstation, building controller, and equipment controller communication interface shall utilize the BACnet protocol with an Ethernet (IEEE 802.3, 802.11), RS485 (EIA-485), or Zigbee (802.15.4) physical interface and an appropriate data link technology as defined in ANSI®/ASHRAE® Standard 135-2012. (e.g. BACnet over IP, BACnet over IPv6, BACnet over MS/TP, BACnet Zigbee).

1.4.1.2. All system controllers shall be BTL listed as a BACnet Building Controller (B-BC) as defined in ANSI®/ASHRAE® Standard 135-2012. All documented status and control points, schedule, alarm, and data-log services or objects shall be available as standard object types as defined in ANSI®/ASHRAE® Standard 135-2012.

1.4.1.3. Each System Controller shall communicate with a network of Custom Application and Application Specific Controllers utilizing one or more of the interfaces documented within Field Bus Communications below.

1.4.2. Field Bus Communications

1.4.2.1. BACnet

1.4.2.1.1. All equipment and plant controllers shall be BTL listed as a BACnet Application Specific Controller (B-ASC) or a BACnet Advanced Application Controller (B-AAC) as defined in ANSI®/ASHRAE® Standard 135-2012.

1.4.2.1.2. All communication shall conform to ANSI®/ASHRAE® Standard 135-2012.

1.4.2.1.3. System Controller shall function as a BACnet router to each unit controller providing a globally unique BACnet Device ID for all BACnet controllers within the system.

1.4.2.1.4. BACnet over Zigbee

1.4.2.1.4.1. Communication between System Controller and equipment/plant controllers shall utilize BACnet over Zigbee as defined in ANSI®/ASHRAE® Standard 1352012.

1.4.2.1.4.2. Each equipment controller wireless communication interface shall self-heal to maintain operation in the event of network communication failure.

REQUEST FOR QUOTATION
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1.4.2.1.4.3. Each zone sensor wireless communication interface shall be capable of many-to-one sensors per controller to support averaging, monitoring, and multiple zone applications. Sensing options shall include temperature, relative humidity, CO2, and occupancy.

1.4.2.1.5. BACnet over MS/TP

1.4.2.1.5.1. Communication between System Controller and equipment/plant controllers shall utilize BACnet over MS/TP as defined in ANSI®/ASHRAE® Standard 1352012.

1.4.3. Vendor must provide Agency with training on use of equipment prior to Final Acceptance.

1.5. Painting: Vendor will perform painting in accordance with Exhibit H.

- 2. SCHEDULE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
 - 2.1.** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency.
 - 2.2.** The Vendor shall provide the Agency Project Manager with an overall project schedule within seventy-two (72) hours of Award of the Contract. The proposed project schedule shall indicate areas to be worked. Where coordination or disruption of adjacent workspaces or occupants may be required, provide at least one week's advance notice prior to conducting work in those areas. Vendor shall adhere to schedule provided and coordinate through the Agency Project Manager.
 - 2.3.** Work shall be conducted as a single project. The work schedule shall be reviewed and approved by the Agency Project Manager prior to commencement of the work. The Vendor shall coordinate the schedule around the Agency's work requirements.
- 3. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the Vendor's bid, but such costs will not be paid by the Agency separately.

REQUEST FOR QUOTATION
Building 1, West Wing Fan Coil Replacement Project – Phase

4. PROJECT SPECIFIC CONDITIONS OF THE WORK

4.1. Limits of Work

Work areas will be limited to those spaces required for access to the jobsite. The Vendor shall be required to leave the work area clean upon completion of work daily. Vendor shall make arrangements for the collection and disposal of Vendors waste and construction related debris. Debris shall be removed on a daily basis.

4.2. Work Restrictions

Access to the building shall be coordinated with the Owner. Vendor shall not leave open doors unattended and shall close doors when not in use. This is a non-smoking building. Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.

4.3. Parking

Some parking is available on the project site. Parking in non-designated areas is not permitted. Parking is the responsibility of the Vendor. With prior approval, Vendor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work. Use of loading dock areas or sidewalk areas for parking is strictly prohibited. Vendor must coordinate with the Agency on how best to minimize disruption of employee parking during the execution of the work.

4.4. Codes

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

4.5. Safety

All applicable local safety and OSHA rules and guidelines shall be met by the Vendor. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Vendor from meeting all applicable safety regulations and inspection by other agencies.

Notify Owner if suspected hazardous materials are encountered. Any areas requiring abatement will be provided by the GSD under separate contract.

Vendor to provide barricades around open excavations to protect the general public.

REQUEST FOR QUOTATION
Building 1, West Wing Fan Coil Replacement Project – Phase

4.6. Workmanship

Vendor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Vendor shall verify all dimensions.

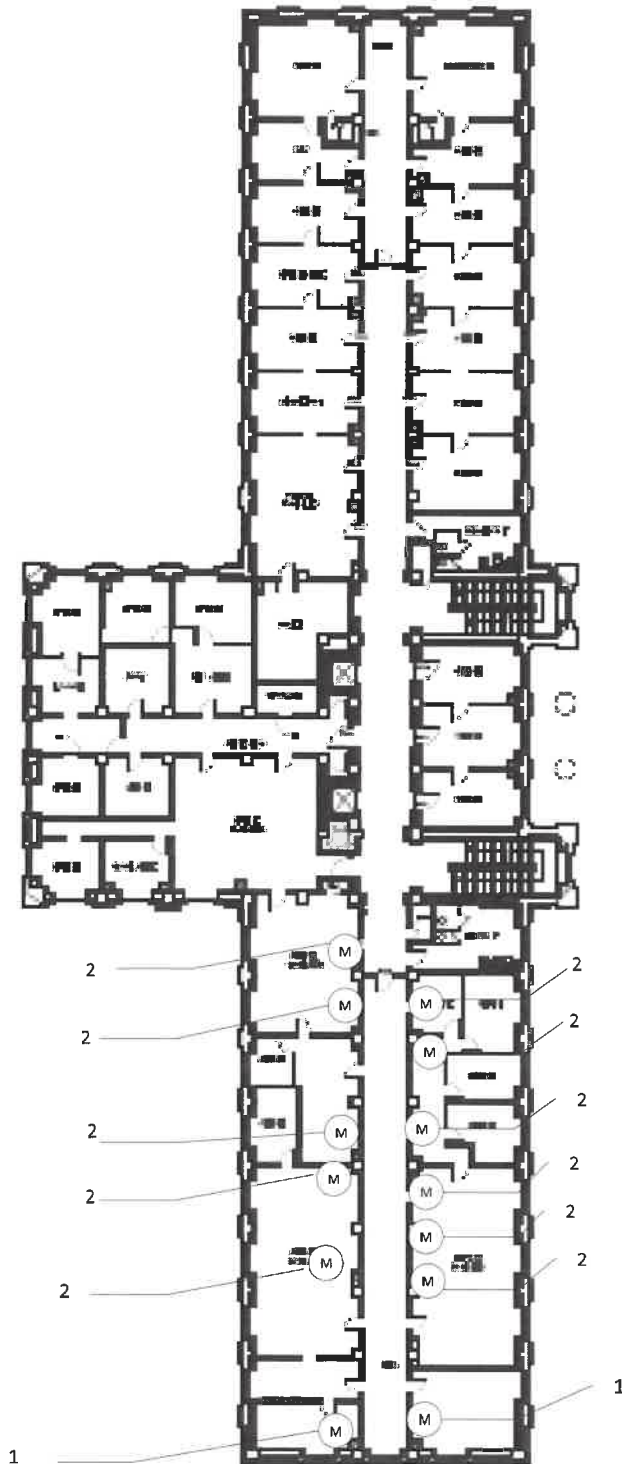
4.7. General Services Division Jobsite Safety Handbook

Prior to beginning any work covered by the Contract, Vendor shall have read, reviewed and acknowledged in writing the attached Jobsite Safety Handbook (Exhibit J).

4.8. Warranty

A minimum one (1) year warranty on labor is required, and Vendor must provide one (1) year or manufacturer's warranty on materials, whichever is longer. Vendor will be required to provide Agency with all warranty documentation prior to Final Acceptance.

Exhibit C - Page 1



General Notes Mechanical:

1. Remove existing fan coil units indicated. Units labeled #1 are vertical fan coils, Trane Model T08M73078. Replace unit with Trane model FCVA080. Remove existing grills, trim and ductwork connections.
2. Units labeled #2 are Hi Rise Uni Trane, Model TVRA04A0B. Replace unit with Trane model FCVA040. Remove existing grills, trim and ductwork connections.
3. Disconnect existing chilled water piping from FC. Remove existing valves from riser.
4. Install new $\frac{3}{4}$ " $\frac{1}{4}$ turn full port ball valve at each riser connection. Reinsulate existing riser with 1" Armaflex insulation. Insulate floor penetrations of risers with 3M Spray foam fire stop.
5. Reuse existing pvc condensate drain system.

General Notes Electrical:

1. Disconnect fan coil units as indicated. Remove existing 120V power and disconnect. Remove wiring from existing conduits back to Existing West Basement MCC. Remove existing conduit riser in its entirety back to West Basement MCC. Existing single pole breakers are to remain.
 2. Install new $1\frac{1}{2}$ " conduit riser in each HVAC chase as indicated. Provide a new home run #10 277V with ground power
- Circuit to each fan coil unit via the new conduit system as indicated.
- Provide a single pole breaker for each fan coil unit in electrical panel board as indicated.

Note: (M) Indicates fan coil unit location. Number after Leader indicate fan coil size (see mechanical schedule)

GSD Energy Department	Building 1 West Wing			
	3 rd Floor Fan Coil Replacement Phase 3			
	SIZE	FSCM NO FSM	DWG NO	REV 0
	SCALE	NTS	24	SHEET 1 OF 6

Exhibit C - Page 2

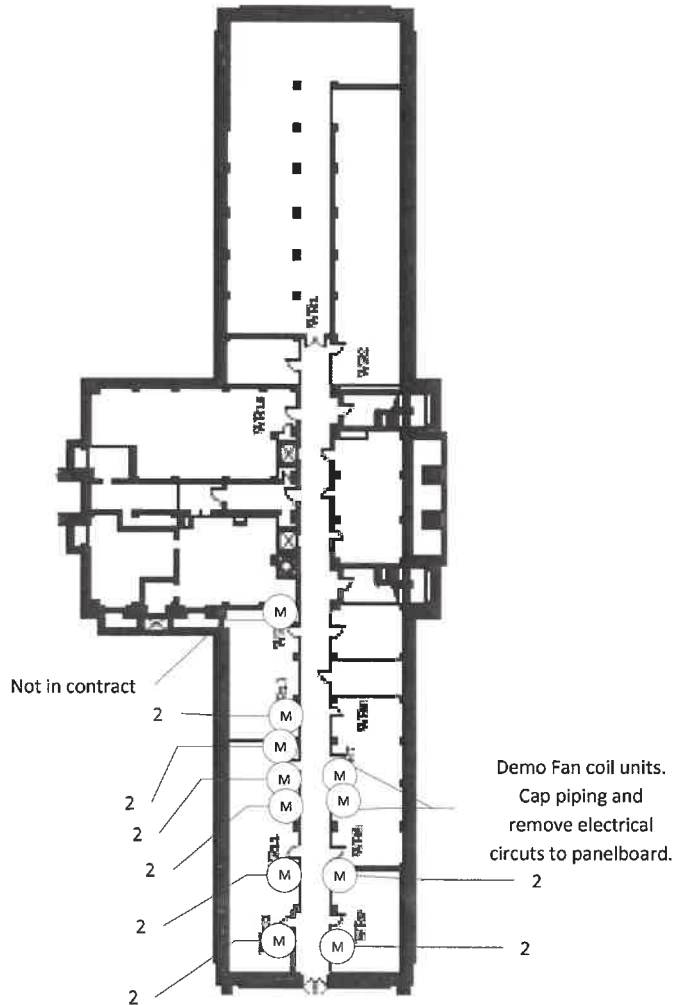
General Notes Mechanical:

1. Remove existing fan coil units indicated. Units labeled #1 are vertical fan coils, Trane Model T08M73078. Replace unit with Trane model FCVA080. Remove existing grills, trim and ductwork connections.
2. Units labeled #2 are Hi Rise Uni Trane, Model TVRA04A0B. Replace unit with Trane model FCVA040. Remove existing grills, trim and ductwork connections.
3. Disconnect existing chilled water piping from FC. Remove existing valves from riser.
4. Install new ¾" ¼ turn full port ball valve at each riser connection. Reinsulate existing riser with 1" Armaflex insulation. Insulate floor penetrations of risers with 3M Spray foam fire stop.
5. Reuse existing pvc condensate drain system.

General Notes Electrical:

1. Disconnect fan coil units as indicated. Remove existing 120V power and disconnect. Remove wiring from existing conduits back to Existing West Basement MCC. Remove existing conduit riser in its entirety back to West Basement MCC. Existing single pole breakers are to remain.
2. Install new 1 ½ " conduit riser in each HVAC chase as indicated. Provide a new home run #10 277V with ground power
Circuit to each fan coil unit via the new conduit system as indicated.
Provide a single pole breaker for each fan coil unit in electrical panel board as indicated.

Note: (M) Indicates fan coil unit location. Number after Leader indicate fan coil size (see mechanical schedule)



GSD Energy Department	West Wing Basement			
	Basement Phase 3			
	SIZE	FSCM NO	DWG NO	RE
	SCALE 1 : 1	3	SHEET	2 OF 6

Number	Mfg.	Model	Motor						Cooling Coil										Heating Coil					
			CFM	Voltage	ESP	Fan	HP	Max Fuse	Type	GPM	Capacity MBH	Sensible	PD In Ft.	Delta T	Ent. DB	Lev. DB	Ent. WB	Lev. WB	Fluid Ent.	Fluid Lev.	Capacity	KW	Ent DB	Lev. DB
1	Trane	FCVA080	800	277/60/1	0.2	ECM	0.5	20	Water-4 row	4.42	26.59	19.43	3.83	12	78	55.72	66	55.07	44	56	10.24 Mbh	3	55	66.86
2	Trane	FCVA040	400	277/60/1	0.2	ECM	0.25	15	Water-4 row	2.01	12.11	9.27	1.37	12	78	56.79	66	56.14	44	56	6.83 Mbh	2	55	70.81
14	Trane	FCB080	800	277/60/1	0.1	ECM	0.25	25	Water-3 row	4.93	24.73	18.61	10.11	10	80	58.66	67	57.14	45	55	-	4	60	75.8

Notes:

1. Provide White louvered return air panel.

2. Provide three speed motor control and continous fan operation.

3. Provide factory mounted disconnect switch.

4. Provide factory 1/2" matte faced unit insulation.

5. Provide 1" filter.

6. Provide Factory PVC drain pan.

7. Provide Single deflection aluminum discharge grill or custom unit 'hat' for ductwork connections.

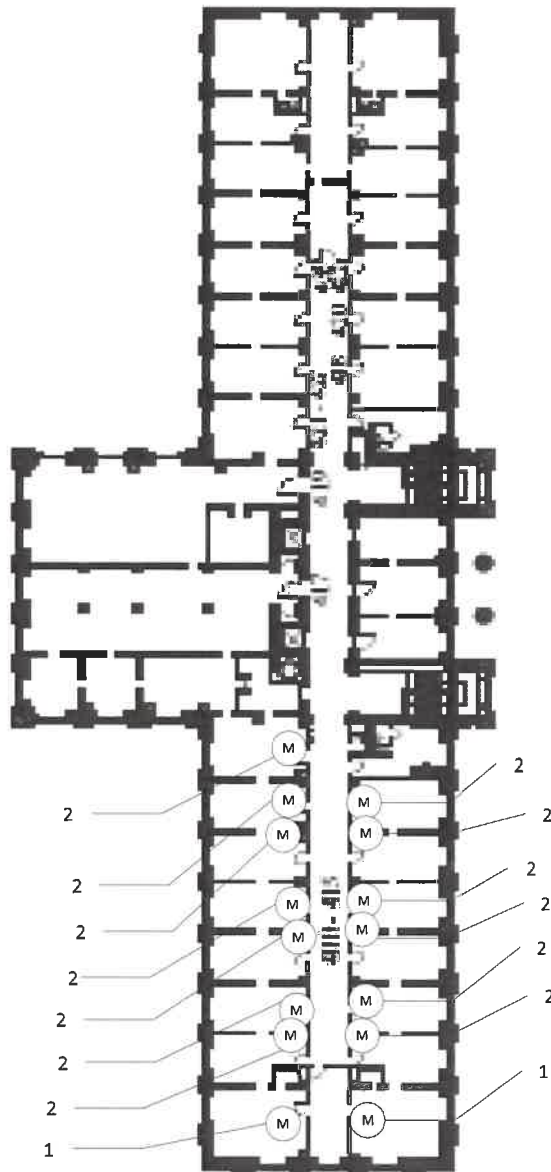
8. Provide cooling coil with Auto Flow circuit setter.
9. Provide UC400-B with Air-Fi WCI controls

10. Provide Air-Fi Wireless Digital Display sensor

11. Provide condensate overflow switch.

12. Provide 2 way modulating control valve with a Cv of 2.4.

Exhibit C - Page 4



General Notes Mechanical:

1. Remove existing fan coil units indicated. Units labeled #1 are vertical fan coils, Trane Model T08M73078. Replace unit with Trane model FCVA080. Remove existing grills, trim and ductwork connections.
2. Units labeled #2 are Hi Rise Uni Trane, Model TVRA04A0B. Replace unit with Trane model FCVA040. Remove existing grills, trim and ductwork connections.
3. Disconnect existing chilled water piping from FC. Remove existing valves from riser.
4. Install new $\frac{3}{4}$ " $\frac{1}{4}$ turn full port ball valve at each riser connection. Reinsulate existing riser with 1" Armaflex insulation. Insulate floor penetrations of risers with 3M Spray foam fire stop.
5. Reuse existing pvc condensate drain system.

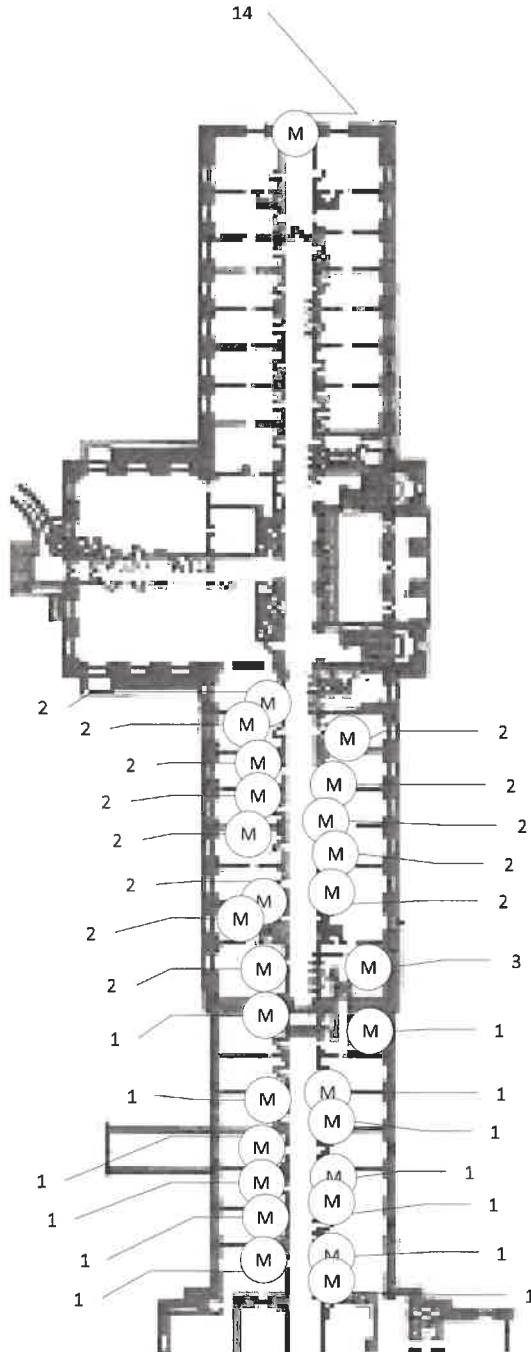
General Notes Electrical:

1. Disconnect fan coil units as indicated. Remove existing 120V power and disconnect. Remove wiring from existing conduits back to Existing West Basement MCC. Remove existing conduit riser in its entirety back to West Basement MCC. Existing single pole breakers are to remain.
2. Install new 1 $\frac{1}{2}$ " conduit riser in each HVAC chase as indicated. Provide a new home run #10 277V with ground power Circuit to each fan coil unit via the new conduit system as indicated. Provide a single pole breaker for each fan coil unit in electrical panel board as indicated.

Note: (M) Indicates fan coil unit location. Number after Leader indicate fan coil size (see mechanical schedule)

GSD Energy Department	West Wing Fourth Floor			
	4 th Floor Fan Coil Replacement Phase 3			
	SIZE	FSCM NO	DWG NO	REV
	SCALE 1 : 1	24	SHEET	3 OF 6

Exhibit C - Page 5




General Notes Mechanical:

1. Remove existing fan coil units indicated. Units labeled #1 are vertical fan coils, Trane Model T08M73078. Replace unit with Trane model FCVA080. Remove existing grills, trim and ductwork connections.
2. Units labeled #2 are Hi Rise Uni Trane, Model TVRA04A0B. Replace unit with Trane model FCVA040. Remove existing grills, trim and ductwork connections.
3. Units labeled #3 are Trane BCHC024A above ceiling FC unit. For replacement see mechanical schedule.
4. Disconnect existing chilled water piping from FC. Remove existing valves from riser.
5. Install new $\frac{3}{4}$ " $\frac{1}{4}$ turn full port ball valve at each riser connection. Reinsulate existing riser with 1" Armaflex insulation. Insulate floor penetrations of risers with 3M Spray foam fire stop.
6. Reuse existing pvc condensate drain system.

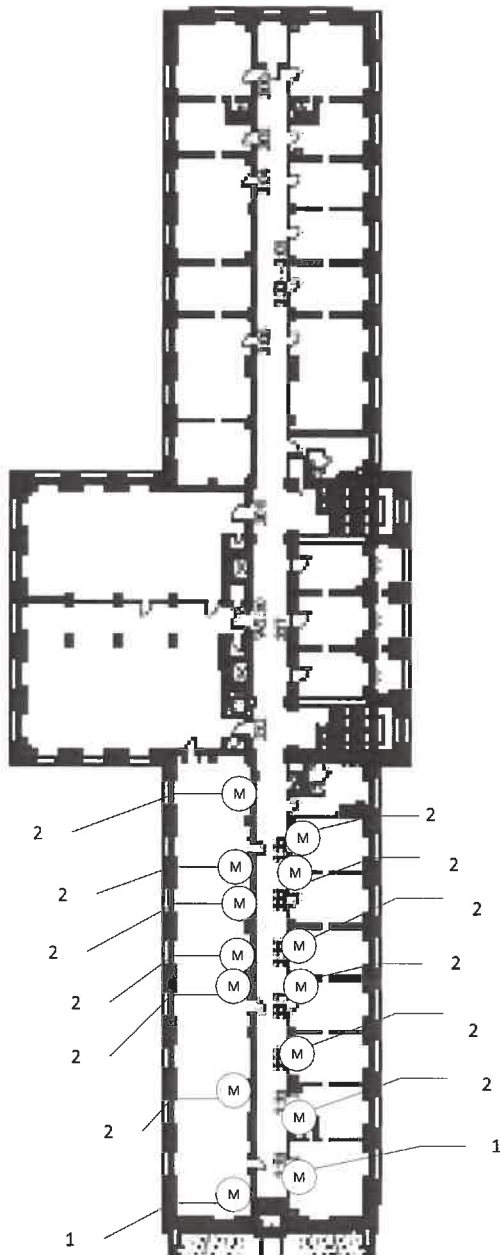
General Notes Electrical:

1. Disconnect fan coil units as indicated. Remove existing 120V power and disconnect. Remove wiring from existing conduits back to Existing West Basement MCC. Remove existing conduit riser in its entirety back to West Basement MCC. Existing single pole breakers are to remain.
2. Install new 1 $\frac{1}{2}$ " conduit riser in each HVAC chase as indicated. Provide a new home run #10 277V with ground.
3. Circuit to each fan coil unit via the new conduit system as indicated.
4. Provide a single pole breaker for each fan coil unit in electrical panel board as indicated.

Note:  Indicates fan coil unit location. Number after Leader indicate fan coil size (see mechanical schedule)

GSD Energy Department	West Wing Ground Floor			
	Ground Floor FC Replacement Phase 3			
	SIZE	FSCM NO	DWG NO	REV
	SCALE	1 : 1	20	SHEET 4 OF 6

Exhibit C - Page 6



General Notes Mechanical:

1. Remove existing fan coil units indicated. Units labeled #1 are vertical fan coils, Trane Model T08M73078.
Replace unit with Trane model FCVA080. Remove existing grills, trim and ductwork connections.
2. Units labeled #2 are Hi Rise Uni Trane, Model TVRA04A0B.
Replace unit with Trane model FCVA040. Remove existing grills, trim and ductwork connections.
3. Disconnect existing chilled water piping from FC.
Remove existing valves from riser.
4. Install new ¾" ¼ turn full port ball valve at each riser connection. Reinsulate existing riser with 1" Armaflex insulation. Insulate floor penetrations of risers with 3M Spray foam fire stop.
5. Reuse existing pvc condensate drain system.

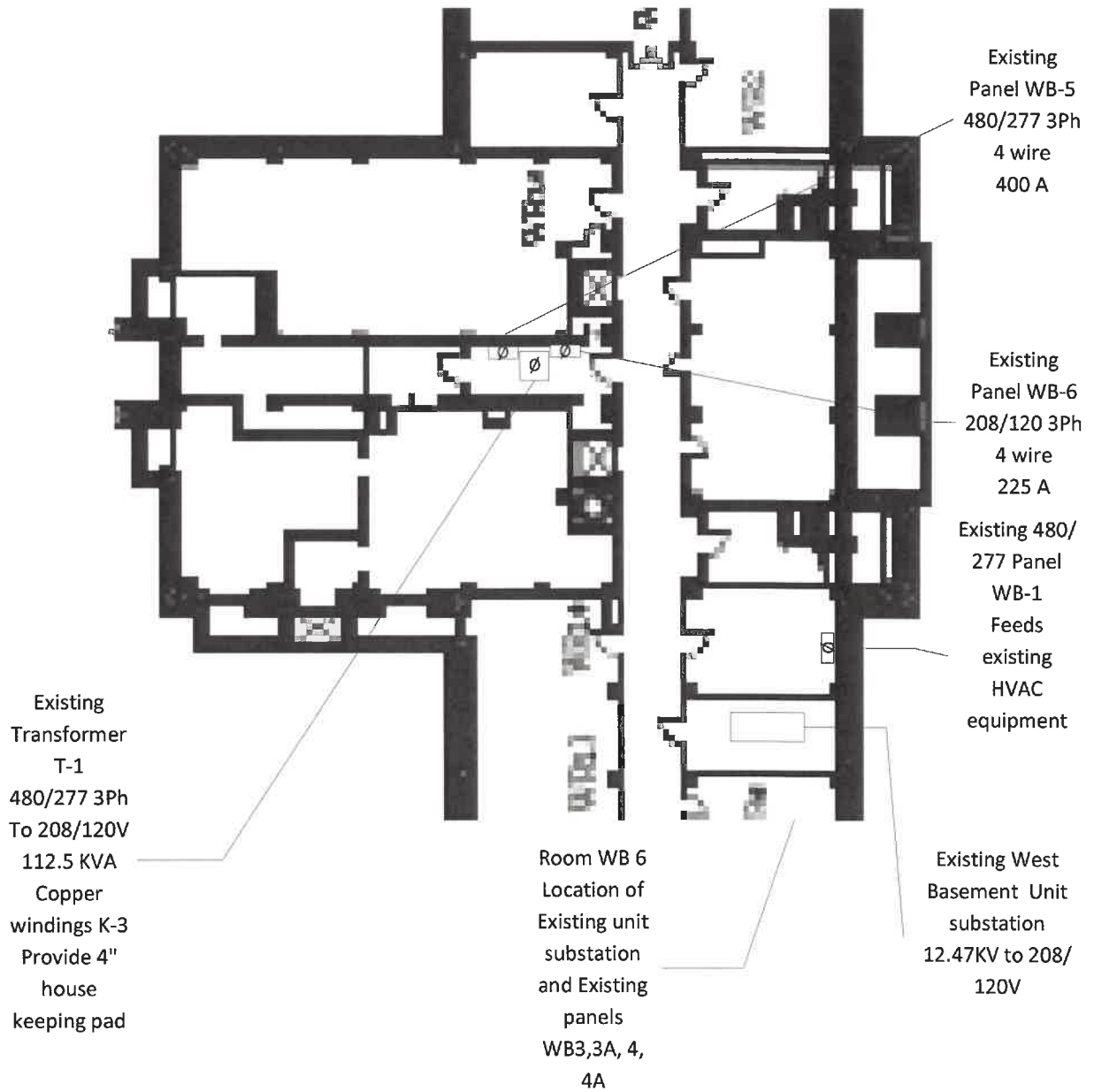
General Notes Electrical:

1. Disconnect fan coil units as indicated. Remove existing 120V power and disconnect. Remove wiring from existing conduits back to Existing West Basement MCC.
Remove existing conduit riser in its entirety back to West Basement MCC. Existing single pole breakers are to remain.
2. Install new 1 ½ " conduit riser in each HVAC chase as indicated. Provide a new home run #10 277V with ground power
Circuit to each fan coil unit via the new conduit system as indicated.
Provide a single pole breaker for each fan coil unit in electrical panel board as indicated.

Note: (M) Indicates fan coil unit location. Number after Leader indicate fan coil size (see mechanical schedule)

GSD Energy Department	West Wing Second Floor			
	2nd Floor FC Replacement Phase 3			
	SIZE	FSCM NO	DWG NO	REV
	SCALE	1 : 1	20	SHEET 5 OF 6

Exhibit C - Page 7



GSD Energy Department	Building 1 West Basement Partial Plan			
	West Basement Electrical Plan Phase 3			
	SIZE	FSCM NO FSM	DWG NO	REV 0
	SCALE	NTS	24	SHEET 6 OF 6



Panel		WB-3		Location		West Basement 6		Feeder Size		4-250MCM with a #4 GND in a 3 inch conduit				
Amps		480/277 3Ph 4 Wire		Main Circuit Breaker		250A		Feed Through Lugs		40,000 RMS bracing				
Breaker		Description		Circuit		Phase Load		Circuit		Description		Breaker		
Amps	Poles			Watts	Number	A	B	C	Watts	Number		Amps	Poles	
20	1	Spare			1					2	Spare	20	1	
20	1	Spare			3					4	Spare	15	1	
20	1	Spare			5					6	Spare	15	1	
20	1	Spare			7					8	Spare	15	1	
15	1	Spare			9					10	Spare	15	1	
15	1	Spare			11					12	Spare	15	1	
15	1	Spare			13					14	Spare	15	1	
15	1	Spare			15					16	Spare	20	1	
15	1	Spare			17					18	Spare	15	1	
15	1	Spare			19					20	Spare	20	1	
15	1	Spare			21					22	Spare	15	1	
15	1	Spare			23					24	Spare	15	1	
15	1	Spare			25					26	Spare	15	1	
15	1	Spare			27					28	Spare	15	1	
15	1	1st Floor Room W115		2176	29			2176		30	Spare	15	1	
15	1	1st Floor Room W117		2176	31	2176				32	Spare	15	1	
15	1	1st Floor Room W119		2176	33		2176			34	Spare	15	1	
15	1	1st Floor Room W121		2176	35			5438	3262	36	1st Floor Sec. of State's Office	15	1	
15	1	1st Floor Room W123		2176	37	5438			3262	38	1st Floor Sec. of States Office	15	1	
15	1	1st Floor Room W125 (Future)			39					40	Space			
15	1	1st Floor Room W129		2176	41			2176		42	Space			
15	1	1st Floor Room W133		3262	43	3262				44	Space			
15	1	1st Floor Room W135		3262	45		3262			46	Space			
15	1	1st Floor Room W137		3262	47			3262		48	Space			
Notes:		Totals				10876	5438	13052	Total Loads				Watts Amps	66,346 80
						9790	10876	16314						
						Copper Buss Only!								



Panel WB-4A			Location West Basement 6									
			Feeder Size 4-250 MCM with #4 GND in a 3 inch conduit									
Amps 480/277 3Ph 4 Wire			Main Circuit Breaker 250A					40,000 RMS bracing				
Breaker		Description	Circuit		Phase Load			Circuit		Description	Breaker	
Amps	Poles		Watts	Number	A	B	C	Watts	Number		Amps	Poles
20	1	Spare		1					2	Spare	20	1
20	1	Spare		3					4	Spare	15	1
20	1	Spare		5					6	Spare	15	1
20	1	Spare		7					8	Spare	15	1
15	1	Spare		9					10	Spare	15	1
15	1	Spare		11					12	Spare	15	1
15	1	Spare		13					14	Spare	15	1
15	1	Spare		15					16	Spare	20	1
15	1	Spare		17					18	Spare	15	1
15	1	4th Floor Room 410	2176	19	2176				20	Spare	20	1
15	1	4th Floor Room 408	2176	21		2176			22	Spare	15	1
15	1	4th Floor Room 406	2176	23			2176		24	Spare	15	1
15	1	4th Floor Room 404	2176	25	2176				26	Spare	15	1
15	1	4th Floor Room 402	2176	27		2176			28	Spare	15	1
15	1	4th Floor Room 402	2176	29			2176		30	Spare	15	1
15	1	4th Floor Room 415	2176	31	2176				32	Spare	15	1
15	1	4th Floor Room 413	2176	33		2176			34	Spare	15	1
15	1	4th Floor Room 411	2176	35			2176		36	Space		
15	1	4th Floor Room 409	2176	37	2176				38	Space		
15	1	4th Floor Room 407	2176	39		2176			40	Space		
15	1	4th Floor Room 405	2176	41			2176		42	Space		
15	1	4th Floor Room 403	2176	43	2176				44	Space		
20	1	4th Floor Room W401	3262	45		3262			46	Space		
20	1	4th Floor Room W401	3262	47			3262		48	Space		
Notes:		Totals			10880	11966	11966	Total Loads				
		Copper Buss only!								Watts	34,812	
										Amps	42	

Panel		WB-4		Location		West Basement 6		Feeder Size		4-250 MCM with a #4 GND in a 3 inch conduit			
Amps		480/277 3Ph 4 Wire		Main Circuit Breaker		250A		Feed Through Lugs		40,000 RMS bracing			
Breaker		Description		Circuit		Phase Load		Circuit		Description		Breaker	
Amps	Poles			Watts	Number	A	B	C	Watts	Number		Amps	Poles
20	1	Spare			1					2	Spare	20	1
20	1	Spare			3					4	Spare	15	1
20	1	Spare			5					6	Spare	15	1
20	1	Spare			7					8	Spare	15	1
15	1	Spare			9					10	Spare	15	1
15	1	Spare			11					12	Spare	15	1
15	1	Spare			13					14	Spare	15	1
15	1	Spare			15					16	Spare	20	1
15	1	Spare			17					18	Spare	15	1
15	1	Spare			19					20	Spare	20	1
15	1	2nd Floor Room W221		2176	21		2176			22	Spare	15	1
15	1	2nd Floor Room W223		2176	23			4352	2176	24	3rd Floor Room W330	15	1
15	1	2nd Floor Room W225		2176	25	4352			2176	26	3rd Floor Room W330	15	1
15	1	2nd Floor Room W227		2176	27		4352		2176	28	3rd Floor Room W332	15	1
15	1	2nd Floor Room W229		2176	29			4352	2176	30	3rd Floor Room W334	15	1
15	1	2nd Floor Room W231		2176	31	4352			2176	32	3rd Floor Room W334	15	1
20	1	2nd Floor Room W233		3262	33		5438		2176	34	3rd Floor Room W323	15	1
20	1	2nd Floor Room W218		3262	35			5438	2176	36	3rd Floor Room W323	15	1
15	1	2nd Floor Room W218		2176	37	4352			2176	38	3rd Floor Room W323	15	1
15	1	2nd Floor Room W216		2176	39		4352		2176	40	3rd Floor Room W325	15	1
15	1	2nd Floor Room W216		2176	41			4352	2176	42	3rd Floor Room W325	15	1
15	1	2nd Floor Room W216		2176	43	4352			2176	44	3rd Floor Room W325	15	1
15	1	2nd Floor Room W214		2176	45		5438		3262	46	3rd Floor Room W327	20	1
15	1	2nd Floor Room W214		2176	47			5438	3262	48	3rd Floor Room W327	20	1
Notes:		Totals				17408	21756	23932					
						10880	11966	11966			Total Loads	Watts	97,908
Copper Buss Only!											Amps	118	

Panel		WB-3A		Location		West Basement		Feeder Size		4-250 MCM with a #4 GND in a 3 inch conduit				
Amps		480/277 3Ph 4 Wire		Main Circuit Breaker		250A		40,000 RMS bracing						
Breaker		Description		Circuit		Phase Load		Circuit		Description		Breaker		
Amps	Poles			Watts	Number	A	B	C	Watts	Number		Amps	Poles	
20	1	Spare			1					2	Spare	20	1	
20	1	Spare			3					4	Spare	15	1	
20	1	Spare			5					6	Spare	15	1	
20	1	Spare			7					8	Spare	15	1	
15	1	Spare			9					10	Spare	15	1	
15	1	Spare			11					12	Spare	15	1	
15	1	Spare			13					14	Spare	15	1	
15	1	Spare			15					16	Spare	20	1	
15	1	Spare			17					18	Spare	15	1	
15	1	Spare			19					20	Spare	20	1	
15	1	Spare			21					22	Spare	15	1	
15	1	Spare			23					24	Spare	15	1	
15	1	Spare			25					26	Spare	15	1	
15	1	Spare			27					28	Spare	15	1	
15	1	1st Floor Room W130		2176	29			2176		30	Spare	15	1	
15	1	1st Floor Room W132		2176	31	2176				32	Spare	15	1	
15	1	1st Floor Room W134		2176	33		2176			34	Spare	15	1	
15	1	1st Floor Room W136		2176	35			5438	3262	36	1st Floor Room W154	20	1	
15	1	1st Floor Room W138		2176	37	5438			3262	38	1st Floor Room W156	20	1	
15	1	1st Floor Room W140		2176	39		5438		3262	40	1st Floor Room W158	20	1	
15	1	1st Floor Room W142		2176	41			5438	3262	42	1st Floor Room W160	20	1	
15	1	1st Floor Room W144		2176	43	2176				44	Space	20	1	
15	1	1st Floor Room W150		3262	45		3262			46	Space	20	1	
15	1	1st Floor Room W152		3262	47			3262		48	Space	20	1	
Notes:		Totals				9790	10876	16314						
												Total Loads	Watts	36,980
												Amps		45



Panel WB-5			Location West Basement 15									
			Feeder Size 4-500MCM with a #3 GND in a 4 inch conduit									
Amps 480/277 3Ph 4 Wire			Main Circuit Breaker 400A			40,000 RMS bracing						
Breaker		Description	Circuit		Phase Load			Circuit		Description	Breaker	
Amps	Poles		Watts	Number	A	B	C	Watts	Number		Amps	Poles
			7479	1	7479				2	Spare	20	1
40	3	Existing CWP-1 20HP	7479	3		7479			4	Spare	15	1
			7479	5			7479		6	Spare	15	1
			7479	7	7479				8	Spare	15	1
40	3	Existing CWP-2 20HP	7479	9		7479			10	Spare	15	1
			7479	11			7479		12	Spare	15	1
			7479	13	7479				14	Spare	15	1
40	3	Existing CWP-3 20HP	7479	15		7479			16	Spare	20	1
			7479	17			7479		18	Spare	15	1
			37,395	19	37,395				20	Spare	20	1
140	3	New 112.5 KVA transformer #1	37,395	21		37,395			22	Spare	15	1
			37,395	23			37,395		24	Spare	15	1
		Space		25					26	Spare	15	1
25	1	Auditor's Office Reception Room	5540	27	5540				28	Spare	15	1
15	1	Basement WB 9	2176	29		2176			30	Spare	15	1
15	1	Basement WB 9	2176	31			2176		32	Spare	15	1
15	1	Basement WB 10	2176	33	2176				34	Spare	15	1
15	1	Basement WB 11	2176	35		2176			36	Space		
15	1	Basement WB 12	2176	37			2176		38	Space		
15	1	Basement WB 13	2176	39	2176				40	Space		
15	1	Basement WB 14	2176	41		2176			42	Space		
15	1	Basement WB 14	2176	43			2176		44	Space		
		Space		45					46	Space		
		Space		47					48	Space		
Notes:			Totals		69,724	66,360	66,360	Total Loads				
			Copper Buss Only!							Watts	202,444	
										Amps	244	

Building 1, West Wing Fan Coil Replacement Project – Phase 3

Exhibit D

1 Painting:

- A Manufacturers: Subject to compliance with requirements available, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- 1 Benjamin Moore & Co.
- 2 PPG Architectural Finishes, Inc.
- 3 Sherwin-Williams Company (The)

2 Paint, General:

- A Material Compatibility:

- 1 Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
- 2 For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

3 Field Conditions:

- A Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

4 Preparation:

- A Comply with manufacturer's written instructions and recommendations in "MPI Manual" (Manufacturers' Product Information) applicable to substrates indicated.
- B Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
- 1 After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection, in any.

Building 1, West Wing Fan Coil Replacement Project – Phase 3

Exhibit D

- C** Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1** Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D** Remove existing caulks and fillers. Repair cracked or damaged substrate wood. Sand all exposed surfaces for uniform appearance. Repair exposed joints and cracked panels.
- E** Steel Substrates: remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer, but not less than the following:
 - 1** SSPC-SP3, "Power Tool Cleaning."

5 Application:

- A** Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
 - 1** Use applicators and techniques suited for paint and substrate indicated.
 - 2** Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 - 3** Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 4** Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B** Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C** If undercoats, or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D** Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sages, ropiness, or other surface imperfections. Cut in sharp

Building 1, West Wing Fan Coil Replacement Project – Phase 3

Exhibit D

lines and color breaks.

E Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1 Paint the following work where exposed in occupied spaces:

a Doors, jams, and door closers.

2 Paint portions of internal surfaces of metal ducts, grilles, behind air inlets and outlets that are visible from occupied spaces.

6 Hollow Metal Doors and Frames:

A Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- 1 Amweld Building Products, LLC**
- 2 Curries Company; an Assa Abloy Group Company**
- 3 Deansteel Manufacturing Company, Inc.**
- 4 Firedoor Corporation**
- 5 Security Metal Products Corp.**
- 6 Steelcraft; and Ingersoll-Rand Company.**

7 Materials:

A Cold-rolled Steel Sheet: ASTM A 1008/A 1008M Commercial Steel (CS), Type B; suitable for exposed applications.

B Metallic-coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum A40 (ZF120) metallic coating.

C Frame Anchors: ASTM A 591/A 591M, Commercial Steel (CS), 40Z (12G) coating designation; mill phosphatized.

- 1 For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M, or ASTM A 1011/A 1011M, hot dip galvanized to ASTM A153/A 153M, Class B.**

Building 1, West Wing Fan Coil Replacement Project – Phase 3

Exhibit D

D Inserts, Bolts, and Fasteners: Hot dip galvanized according to ASTM A 153/A 153M.

E Grout: ASTM C 76, except with a maximum slump of 4 inches (102 mm), as measured according to ASTM C 143/C 143M.

8 Standard Hollow Metal Frames:

A General: Comply with ANSI/SDI A250.8 and with details indicated for type and profile.

B Exterior Frames: Fabricated from metallic-coated steel sheet.

1 Fabricate frames as full profile welded unless otherwise indicated.

2 Frames for Level 3 Steel Doors: 0.053 inch (1.3 mm) thick steel sheet.

C Interior Frames: Fabricated from metallic-coated steel sheet/

1 Fabricate frames with mitered or coped corners.

2 Fabricate frames as knocked down for door in Gypsum Board Partitions and full profile welded doors in CMU Partitions.

3 Frames for Level 2 Steel Doors: 0.053 inch (1.3 mm) thick steel sheet.

D Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 with reinforcement plates from same material as frames.

9 Frame Anchors:

A Jamb Anchors

1 Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch (1.0 mm) thick, with corrugated or perforated straps not less than 2 inches (50 mm) wide by 10 inches (250 mm) long; or wire anchors not less than 0.177 inch (4.5 mm) thick.

2 Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch (1.0 mm) thick.

3 Compression Type for Drywall Slip-on Frames: Adjustable compression anchors.

B Floor Anchors: Formed for same material as frames, not less than 0.042 inch (1.0 mm) thick, and as follows:

1 Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.

Building 1, West Wing Fan Coil Replacement Project – Phase 3

Exhibit D

- 2** Separate Topping Concrete Slabs: Adjustable-type anchors with extension clips, allowing not less than 2-inch (50 mm) height adjustment. Terminate bottom of frames at finish floor surface.

10 Quality Assurance:

- A** Source Limitations: Obtain hollow metal work from single source from single manufacturer.
- B** Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252.
 - 1** Oversize Fire-Rated Door Assemblies: For units exceeding sizes of tested assemblies, provide certification by a qualified testing agency that doors comply with standard construction requirements for tested and labeled fire-rated door assemblies except for size.
 - 2** Fire-Rated Door Openings: Provide door hardware for fire-rated openings that complies with NFPA 80 and requirements of authorities having jurisdiction. Provide only items of door hardware that are listed and are identical to products tested by Underwriters Laboratories, Intertek Testing Services, or other testing and inspecting organizations acceptable to the authorities having jurisdiction for use on types and sizes of doors indicated based on testing at positive pressure and according to NFPA 252 or UL 10C and in compliance with requirements of fire-rated door and door frame labels.
 - 3** New double doors and frames are 3-hour rated assemblies.

11 Door Hardware Schedule:

- A** Submit schedule with hardware sets in vertical format as illustrated by the Sequence of Format for the Hardware Schedule as published by the Door and Hardware Institute. Indicate complete designations of each item required for each door or opening. Include the following information:
 - 1** Door Index; include door number, heading number, and Architects hardware set number.
 - 2** Opening Lock Function Spreadsheet; list locking device and function for each opening.
 - 3** Type, style, function, size, and finish of each hardware item.
 - 4** Name and manufacturer of each item.

Building 1, West Wing Fan Coil Replacement Project – Phase 3

Exhibit D

- 5** Fastenings and other pertinent information.
 - 6** Location of each hardware set cross-referenced to indications on Drawings.
 - 7** Explanation of all abbreviations, symbols, and codes contained in schedule.
 - 8** Mounting locations for hardware.
 - 9** Door and frame sizes and materials.
 - 10** Name and phone number for the local manufacturer's representative for each product.
- a** Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.

12 Reinforced Unit Masonry:

- A** Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B** Lay hollow masonry units with face shell bedding on head and bed joints.
- C** Buttering corners of joints or excessive furrowing of mortar joints is not permitted.
- D** Remove excess mortar as work progresses.
- E** Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar, and replace.
- F** Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.

13 Reinforcement and Anchorage:

- A** Reinforcement Bars: Secure at locations indicated and to avoid displacement during grouting. Minimum spacing between bars or to masonry surfaces shall be one bar diameter.
- B** Joint Reinforcement: Install horizontal joint reinforcement 8 inches on center.
- C** Anchors: Reinforce joint corners and intersections with strap anchors 16 inches on center.
- D** Anchors: Fasten anchors to structural framing and embed in masonry joints as masonry is laid. Unless otherwise indicated on drawings or closer spacing is indicated under specific wall type, space anchors at maximum of 36 inches horizontally and 24 inches vertically.

Building 1, West Wing Fan Coil Replacement Project – Phase 3

Exhibit D

E Wall Ties: Install wall ties at locations indicated, spaced at not more than 24 inches on center horizontally and 16 inches on center vertically, unless otherwise indicated on drawings.

F Install rebar positioners in walls over 8 ft high.

1. Hohmann & Barnard Single and Twin Rebar Positioners www.h-b.com

G Reinforced Hollow Unit Masonry: Keep vertical cores to be grouted clear of mortar, including bed area of first course.

1 Bond Beams: At bond beams or other locations for horizontally reinforced masonry, provide special masonry units or saw to accommodate reinforcement.

2 Provide steel angle lintels above the new openings to support masonry independent of the door frame.

14 Quality Control:

A As work progresses, install built-in metal door frames and other items to be built into the work and furnished under other sections.

B Install built-in items plumb, level, and true to line.

C Bed anchors of metal door and glazed frames in adjacent mortar joints. Fill frame voids solid with grout.

1. Fill adjacent masonry cores with grout minimum 12 inches from framed openings.

D Do not build into masonry construction organic materials that are subject to deterioration.

15 Tolerances:

A Maximum Variation from Alignment of Columns: 1/4 inch.

B Maximum Variation from Unit to Adjacent Unit: 1/16 inch.

C Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.

D Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.

E Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.

F Maximum Variation of Joint Thickness: 1/8 inch in 3 ft.

Building 1, West Wing Fan Coil Replacement Project – Phase 3

Exhibit D

G Maximum Variation from Cross Sectional Thickness of Walls: ¼ inch.

16 Brick:

- A** Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.
- B** Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.
- C** Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.
- D** Ensure that all work performed under this contract only be performed by mechanics who have first provided documentation to the Owner of certification and licensure, as follows:
 - 1** Any reference to brand/make/model in the attached Exhibits is not intended to limit competition and should be followed by the words “or equal.” All provided and installed materials must meet the minimum specifications as described in the Exhibits.
 - 2** Vendor must test all installed equipment/systems for proper operation prior to Final Acceptance of the Work.
 - 3** Vendor must provide Agency with training on use of equipment prior to Final Acceptance.

Building 1, West Wing Fan Coil Replacement Project – Phase 3

Exhibit E – Points List

TYPICAL VERTICAL FAN COIL UNIT		POINT TYPE							
SYSTEM POINT DESCRIPTION		GRAPHIC	HARDWARE INPUT	HARDWARE OUTPUT	SOFTWARE POINT	HARDWARE INTERLOCK	WIRELESS	NETWORK	DEFAULT VALUE
VERTICAL FAN COIL UNIT - SYSTEM POINTS LIST									
DISCHARGE AIR TEMPERATURE LOCAL		X	AI						
SPACE HUMIDITY		X	AI				X		
SPACE TEMPERATURE LOCAL TEMPERATURE		X	AI				X		
CONDENSATE OVERFLOW DETECTION LOCAL		X	BI						
REHEAT OUTPUT 1		X		BO					
SUPPLY FAN OUTPUT 1		X		BO					
SUPPLY FAN OUTPUT 2		X		BO					
SUPPLY FAN OUTPUT 3		X		BO					
COOLING VALVE		X		FLTG					
GENERAL NOTES									



Job Name: WV Bld 1 Fan Coil Phase 2
Prepared By:

Exhibit F

Unit Tag: FANCOIL-1
Quantity: 1

Unit Overview

Model Number	Cabinet Style	Unit Cabinet Size	Design Airflow	Elevation	External Dimensions			Weight	
					Length	Width	Height	Shipping	Operating
FCBB080	Vertical cabinet	Size 080	800 cfm	0.00 ft	64.250 in	9.875 in	25.188 in	148.0 lb	164.0 lb

Unit Features

Inlet Style	Front toe space inlet
Outlet Style	Top quad grille outlet
Unit Mounted Disconnect Switch	With disconnect switch
Filter Type	1" throwaway
Piping System/Placement	With piping, rh, ext endpkt, pipe side
Drain Pan	Polymer
Cabinet Color	Cameo white
Tamperproof Locks/ Leveling Feet	W/o tamperproof locks or leveling ft



Motor/Electrical Information

Unit voltage	277v/60hz/1ph	Nameplate	Calculated BHP	Max BHP
Short circuit current rating	5 kA RMS Symmetrical, 277V Maximum	Motor #1 HP	0.240 hp	0.176 hp
ESP	0.000 in H2O	Speed	CFM	TSP
Motor type	Free discharge ECM	High	800 cfm	0.409 in H2O
Motor speed	High	Medium	680 cfm	0.295 in H2O
Motor power	201.0 W	Low	528 cfm	0.178 in H2O
Min circuit ampacity	20.05 A			1518 rpm
Max fuse size	25.00 A			1290 rpm
				1002 rpm

Coil Information

Main Coil Type	3 row cooling only, electric heat	Cooling Fluid Type	Water
Coil Air Vent	Manual		
* Piping Packages / End Valves	Deluxe ball vlv sup&ret w/Autoflow vlv		
* Piping package water pressure loss not included.	Contact product support for information		

Coil Performance - Cooling

Total Capacity	24.73 MBh	Entering Fluid Temp	45.00 F
Sensible Capacity	18.61 MBh	Leaving Fluid Temp	55.00 F
Entering Dry Bulb	80.00 F	Fluid Pressure Drop	10.11 ft H2O
Entering Wet Bulb	67.00 F	Fluid Flow Rate	4.93 gpm
Leaving Dry Bulb	58.66 F	Fluid Delta T	10.00 F
Leaving Wet Bulb	57.14 F		

Coil Performance - Preheat

Aux LAT	75.81 F	Electric Heat KW	4.0 kW (3.0kw 208v)
Entering Dry Bulb	60.00 F		

Controls, Sensors and Valves

Control type	UC400-B with Air-Fi WCI	Cooling Coil Control Valve	3-Way, Modulating
Supply Fan Configuration	Continuous operation	Cooling Coil Autoflow gpm	2.0 gpm Autoflow valve (main)
Zone Sensor Type	Wireless display sensor, unit rec(OALMH)		
End Device Option #3	Condensate Overflow		
End Device Option #4	Condensate Overflow		

**TRANS**Job Name: WV Capitol FCUs
Prepared By:

Exhibit G

Unit Tag: FCHIRISE-1
Quantity: 1

Unit Overview -

Model Number	Cabinet Style	Unit Size	Design Airflow	Elevation	External Dimensions			Weight	
					Length	Width	Depth/Height	Shipping	Operating
FCVA080	Single Unit	800 CFM	800 cfm	0.00 ft	20.000 in	20.000 in	86.000 in	170.2 lb	178.3 lb

Unit Features

Return Air Panel	Louvered Panel
Return Air Panel Color	White
Discharge Location	Front Only
Discharge Grille	Single Deflection Aluminum Grille
Unit Insulation Type	1/2" Matte Faced Insulation
Disconnect Switch	Disconnect Switch
Filter Type	1" Throwaway Filter
Drain Pan	PVC Drain Pan



Motor/Electrical Information

Unit voltage	277/60/1		Nameplate	Calculated BHP	Max BHP
Short circuit current rating	5 kA RMS Symmetrical, 277V Maximum	Horsepower	0.500 hp	0.216 hp	0.616 hp
ESP	0.200 in H2O	Speed	CFM	TSP	RPM
Motor Type	High Static ECM standard FLA	High	800 cfm	0.589 in H2O	1021 rpm
Motor Heat Calculation	Ignore	Medium	665 cfm	0.407 in H2O	848 rpm
High Speed Motor Power	262.0 W	Low	529 cfm	0.257 in H2O	674 rpm
Min Circuit Ampacity	18.24 A				
Max Fuse Size	20.00 A				

Coil Information

Main Coil Type	4 Row Cooling Only	Cooling Fluid Type	Water
Electric Reheat	Electric		
Piping Packages / End Valves	Deluxe with Auto Flow Circuit Setter		

Coil Performance - Cooling

Total Capacity	26.59 MBh		Entering	Leaving
Sensible Capacity	19.43 MBh	Dry Bulb	78.00 F	55.72 F
Fluid Pressure Drop	3.83 ft H2O	Wet Bulb	66.00 F	55.07 F
Fluid Flow Rate	4.42 gpm	Fluid Temp	44.00 F	56.00 F
Fluid Delta T	12.00 F			

Coil Performance - Reheat

Total Capacity	10.24 MBh		Entering	Leaving
Electric Heat kW	3 kW (2.3 kW 208v)	Dry Bulb	55.00 F	66.86 F

Controls, Sensors, and Valves

Control Type	UC400-B with Air-Fi WCI	Cooling Control Valve Type	2 Way Modulating
Supply Fan Configuration	Continuous Operation	Cooling Control Valve Cv	2 Way 2.4 Cv
Zone Sensor Type	Air-Fi Wireless Digital Display Sensor	Cooling Auto Flow gpm	4.5 GPM
Condensate Overflow Switch	Yes		
End Device Option	Disconnect Switch		



Job Name: WV Capitol FCUs
Prepared By:

Exhibit H

Unit Tag: TVRA-04
Quantity: 1

Unit Overview -

Model Number	Cabinet Style	Unit Size	Design Airflow	Elevation	External Dimensions			Weight	
					Length	Width	Depth/Height	Shipping	Operating
FCVA040	Single Unit	400 CFM	400 cfm	0.00 ft	17.000 in	17.000 in	86.000 in	140.5 lb	145.0 lb

Unit Features

Return Air Panel	Louvered Panel
Return Air Panel Color	White
Discharge Location	Front Only
Discharge Grille	Single Deflection Aluminum Grille
Unit Insulation Type	1/2" Matte Faced Insulation
Disconnect Switch	Disconnect Switch
Filter Type	1" Throwaway Filter
Drain Pan	PVC Drain Pan



Motor/Electrical Information

Unit voltage	277/60/1		Nameplate	Calculated BHP	Max BHP
Short circuit current rating	5 kA RMS Symmetrical, 277V Maximum	Horsepower	0.240 hp	0.130 hp	0.198 hp
ESP	0.200 in H2O	Speed	CFM	TSP	RPM
Motor Type	High Static ECM standard FLA	High	400 cfm	0.496 in H2O	1098 rpm
Motor Heat Calculation	Ignore	Medium	332 cfm	0.342 in H2O	911 rpm
High Speed Motor Power	176.0 W	Low	264 cfm	0.216 in H2O	724 rpm
Min Circuit Ampacity	11.03 A				
Max Fuse Size	15.00 A				

Coil Information

Main Coil Type	4 Row Cooling Only	Cooling Fluid Type	Water
Electric Reheat	Electric		
Piping Packages / End Valves	Deluxe with Auto Flow Circuit Setter		

Coil Performance - Cooling

Total Capacity	12.11 MBh		Entering	Leaving
Sensible Capacity	9.25 MBh	Dry Bulb	78.00 F	56.79 F
Fluid Pressure Drop	1.37 ft H2O	Wet Bulb	66.00 F	56.14 F
Fluid Flow Rate	2.01 gpm	Fluid Temp	44.00 F	56.00 F
Fluid Delta T	12.00 F			

Coil Performance - Reheat

Total Capacity	6.83 MBh		Entering	Leaving
Electric Heat kW	2 kW (1.5 kW 208v)	Dry Bulb	55.00 F	70.81 F

Controls, Sensors, and Valves

Control Type	UC400-B with Air-Fi WCI	Cooling Control Valve Type	2 Way Modulating
Supply Fan Configuration	Continuous Operation	Cooling Control Valve Cv	2 Way 2.4 Cv
Zone Sensor Type	Air-Fi Wireless Digital Display Sensor	Cooling Auto Flow gpm	4.5 GPM
Condensate Overflow Switch	Yes		
End Device Option	Disconnect Switch		



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
Construction

Proc Folder: 1017536			Reason for Modification: Addendum No. 1. See attached documentation.
Doc Description: Addendum No. 1 Building 1, West Wing Fan Coil			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-04-21	2022-05-17 13:30	CRFQ 0211 GSD2200000040	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

**Vendor
Signature X**

FEIN#

DATE

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

SOLICITATION NUMBER: CRFQ GSD2200000040

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☒ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Addendum is issued to publish the following to the vendor community.

1. To attach a copy of the pre-bid sign-in sheet, per attachment A.
2. To include commodity line 2 in the wvOASIS documents to allow for the electronic submission to include Alternate # 1 pricing.
3. To correctly indicate, per Item 7 of the ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only), that work performed under this contract is not subject to Davis-Bacon wage rates.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ GSD2200000040

Date of Pre-Bid Meeting: 4/21/2022

Location of Prebid Meeting: Bldg. 4 1st Flr. Conf. Rm.

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.

Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.

For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
D-S-O Mechanical	James Maddox	mmlaughlin@dsomech.com 515 3rd Ave PO Box 8482 South Charleston, W.V. 25303	(304) 744-8479	(304) 744-8491	mmlaughlin@dsomech.com
Dixon Electrical	Chad Sizemore	3352 Norwood Rd. Huntington, WV	304-523- 2712		chad@dixonelectrical.com
TRANE	JOHN WILLIAMS		423-794-6334		Jwilliams4@TRANE.com
Dougherty Company	Tommy Campbell	600 50th Street Charleston WV	304-532-5371		tommy.campbell@doughertyco.com
AGSTEN CONST	DAVID BALDWIN	1700 ST RT 34 Hurricane WV 25526	304 343-5400	304 343-0063	dbaldwin@agstenconstruction.com
Hatzel & Buehler Electrical	BRIAN CHRISTIAN	1922 Oak St. Kenova WV 25530	304 207 4558		b.christian@hatzelandbuehler.com

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.



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
Construction

Proc Folder: 1017536			Reason for Modification: Addendum No. 2
Doc Description: Addendum No. 2 Building 1, West Wing Fan Coil			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-06	2022-05-17 13:30	CRFQ 0211 GSD2200000040	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

**Vendor
Signature X**

FEIN#

DATE

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

SOLICITATION NUMBER: CRFQ GSD2200000040

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Addendum No. 2 is issued to publish the following to the Vendor Community.

1. To publish responses to Vendor Technical Questions, per Attachement A.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Building 1, West Wing Fan Coil Replacement Project – Phase 3
CRFQ GSD2200000040 Technical Questions & Responses

Q 1. What does Alternate 1 consist of?

A 1. See answer to question number 5.

Q 2. How much contractor lay down space will be provided?

A 2. The room used for contractor laydown in phase 1 is available for phases two and three.

Q 3. Will drywall enclosure of the new fan coils be require to go to the ceiling, or can they be held down to 10 feet as in Ph. 1?

A 3. The enclosure may be limited to 10'-0 to match phase 1.

Q 4. In the specs, there is in Exhibit D, a spec for Hollow Metal doors and frames, and a spec for reinforced unit masonry. Where on the project is that scope of work, and wil a door schedule for doors and hardware be provided as well as a masonry wall layout if required?

A 4. Please disregard the above referenced sections for phase 3.

Q 5. For the alternate to add UV lights to the fan coils. It is recommended to install the UV lights through the side of the fan coil units. This would require the GC/sheetrock contractor to provide a small access door in the wall. This was discussed during the walkthrough. If the state is ok with this please add to the documents.

A 5. Please add the UV light access to alternate 1.

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ GSD2200000040

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. 1
- ☒ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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 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.

Company

Authorized Signature

Date

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

REQUEST FOR QUOTATION
Building 1, West Wing Fan Coil Replacement Project – Phase

EXHIBIT A - Pricing Page

Base Bid (Commodity Line 1 in wvOasis): All inclusive, lump-sum bid to provide new vertical fan coil units, electrical upgrades and controls for the west wing of building 1, including all associated work as specified herein:

Lump Sum = \$ 1,670,000.00 (A)

Add Alternate (Commodity Line 2 in wvOasis): All inclusive, add alternate to provide new vertical fan coil units, with factory installed UV lighting, including all associated work as specified herein:

Lump Sum = \$ 180,000.00 (B)

Total Bid Amount (A+B) = \$ 1,850,000.00