



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: 04-13-2022

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 0603 8310 ADJ2200000037 1	Procurement Folder:	1014564
Document Name:	Civil Air Patrol Headquarters Charleston, WV	Reason for Modification:	
Document Description:	Lap Seam Metal Roof System (Construction)		
Procurement Type:	Central Purchase Order		
Buyer Name:	David H Pauline		
Telephone:	304-558-0067		
Email:	david.h.pauline@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Allowed	Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000205730 LEE REGER BUILDS INC PO BOX 1872 SHINNSTON WV 26431 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details:	Requestor Name: Charles A Bowman Requestor Phone: (304) 561-6654 Requestor Email: charles.a.bowman26.nfg@army.mil																				
<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			<div>22</div> <div>FILE LOCATION _____</div>
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
STATE FINANCE ADJUTANT GENERALS OFFICE 1703 COONSKIN DR CHARLESTON WV 25311-1085 US	WV WING CIVIL AIR PATROL - 304-343-8866 ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD CHARLESTON WV 25311 US

4-18-22 BPT

Purchasing Division's File Copy

Total Order Amount: \$70,000.00

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: <u>Tara H. 4/15/2022</u> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <u>John D. 4/15/2022</u> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <u>Beverly Tolson 2-19-22</u> ELECTRONIC SIGNATURE ON FILE
---	--	--

4/19/2022

Extended Description:

Construction Contract
(Lap Seam Metal Roof System)

The Vendor, Lee Reger Builds, Inc., agrees to enter into this one-time construction contract with the Agency, West Virginia Army National Guard, Construction and Facilities Management Office, to provide all labor, material, tools, equipment, supplies and supervision necessary to complete the lap seam metal roof system replacement at the Civil Air Patrol Charleston Headquarters Facility at 112 Airport Rd, Charleston, WV, per the bid requirements, terms, conditions, specifications, Addendum No. 1 issued 03/10/2022, Addendum No.2 issued 03/25/2022, and the vendor's bid dated 04/05/2022 all incorporated herein by reference and made apart of hereof, per the attached specifications and exhibits.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	25174100	0.00000		0.000000	70000.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Lap Seam Metal Roof System

Extended Description:

Lap Seam Metal Roof
36" Multi-Rib Profile Metal Roof Panels 26-ga.
Color to be determined by owner

	Document Phase	Document Description	Page 3
ADJ2200000037	Draft	Lap Seam Metal Roof System (Construction)	

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: This Contract becomes effective on _____ and the initial contract term extends until _____.

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 One hundred twenty (120) calendar 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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **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:** See attached _____
Revised 07/01/2021

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 of 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 below must be provided to the Purchasing Division by the Vendor as specified below.

☒ **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.

☒ West Virginia Contractor's License

☐

☐

☐

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.

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: _____ 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.

☒ *****Please make Insurance Certificate Holder to Read*****

West Virginia Army National Guard
1707 Coonskin Drive, Charleston, WV 25311

☐☐☐

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. PURCHASING AFFIDAVIT: 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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 heath, 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

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 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 2 CFR 200.317, Vendors are required to pay applicable Davis-Bacon wage rates. Davis Bacon Wage Rate information is available at U.S. Dept of Labor website at www.dol.gov.
- ☐ 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: Lee Royer Builders, 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.

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.

John Kissella, President
(Name, Title)
John Kissella, President
(Printed Name and Title)
PO Box 1872 Shinnston, WV 26431
(Address)
304-592-2083 / 304-592-3920
(Phone Number) / (Fax Number)
jkissella@lrbuildswv.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation 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 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.

Lee Reger Builds, Inc.
(Company)

John Kissella, President
(Authorized Signature) (Representative Name, Title)

John Kissella, President
(Printed Name and Title of Authorized Representative)

04/12/2022
(Date)

304-592-2083 / 304-592-3920
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION – CRFQ ADJ22*23
Civil Air Patrol Charleston Headquarters Roof Replacement

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Army National Guard, Civil Air Patrol , to establish a contract for the following:

PROVIDE ALL LABOR, MATERIAL, TOOLS, SUPPLIES AND EQUIPMENT TO PROVIDE REPLACEMENT ROOFING AT THE CIVIL AIR PATROL HEADQUARTERS BLDG IN CHARLESTON, WV. Contractor shall coordinate work through the Agency Project Manager.

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

Due to the ongoing pandemic, vendors are asked to follow safety protocols, as instructed by Project Manager. Please follow the guidelines below regarding the meeting.

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

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

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

REQUEST FOR QUOTATION – CRFQ ADJ22*23
Civil Air Patrol Charleston Headquarters Roof Replacement

- 2.1 “Construction Services”** means to provide turnkey installation, including all labor, materials, tools, supplies and equipment, to provide replacement roofing at the Civil Air Patrol Headquarters Facility located at 130 Airport Drive, Charleston, WV as more fully described in the Project Plans.
- 2.2 “Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.
- 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
- 2.4 “Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, C & D, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit C, & D, & E. Vendors can obtain copies in accordance with Section 9 of these Specifications.
- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- 4. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 4.1. Experience:** Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least five (5) projects 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.

REQUEST FOR QUOTATION – CRFQ ADJ22*23
Civil Air Patrol Charleston Headquarters Roof Replacement

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

10. CONDITIONS OF THE WORK

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

REQUEST FOR QUOTATION – CRFQ ADJ22*23
Civil Air Patrol Charleston Headquarters Roof Replacement

10.4. Project Closeout: Project Closeout shall include the following:

10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

10.4.1.1. Contractor is responsible for removing all construction debris daily.

10.4.1.2. Contractor is responsible for removing and disposing of any demolished material, off site and at the contractor's expense.

10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

11. Payment:

11.1.1 Agency shall pay flat fee as shown on the Bid Form, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

11.1.2 Invoices shall be submitted for payment (in arrears) and must include the following information:

11.1.2.1 Invoice must include, at a minimum, invoice date, FEIN number, complete address of vendor and Contract number.

11.1.2.2 Invoices shall be mailed to the following address:

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

REQUEST FOR QUOTATION – CRFQ ADJ22*23
Civil Air Patrol Charleston Headquarters Roof Replacement

12. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

12.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

12.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

12.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

12.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

12.5. Vendor shall inform all staff of Agency's security protocol and procedures.

13. MISCELLANEOUS:

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

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

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



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

State of West Virginia
Centralized Request for Quote

Proc Folder: 1014564			Reason for Modification: Addendum No. 1 To make an addition to specifications adding Section 11.1.3 Escalation Clause.
Doc Description: Lap Seam Metal Roof System (Construction)			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-03-10	2022-04-05 13:30	CRFQ 0603 ADJ2200000023	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

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

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum No. 1

To revise specifications to add Section 11.1.3 Escalation Clause to the specifications, see attached documents.

Bid opening remains April 5, 2022 at 1:30 pm est.

No other changes.

INVOICE TOADJUTANT GENERALS
OFFICE
1703 COONSKIN DRCHARLESTON
US

WV

SHIP TOADJUTANT GENERALS
OFFICE
112 AIRPORT ROADCHARLESTON
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Lap Seam Metal Roof System				

Comm Code**Manufacturer****Specification****Model #**

25174100

Extended Description:Lap Seam Metal Roof
36" Multi-Rib Profile Metal Roof Panels 26-ga.
Color to be determined by owner**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid at 10:00 am est.	2022-03-22
2	Technical Questions Due by 2:00 pm est.	2022-03-25

	Document Phase	Document Description	Page
ADJ2200000023	Draft	Lap Seam Metal Roof System (Construction)	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ ADJ2200000023

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ ADJ2200000023 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
- ☐ To respond to technical questions
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Additional Documentation:

1. To modify specifications by adding section 11.1.3 Escalation Clause that was inadvertently omitted from specifications, see attached.
2. Bid opening date and time remains April 5, 2022, at 1:30 pm
3. No other changes.

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.

11.1.3 Escalation Clause: In the event of a significant price increase of material or rental equipment planned for use on a public improvement project, that occurs during the time between bid submission and contract award, and that is not the fault of the Vendor, the contract sum, or contract requirements, may be equitably adjusted by change order in accordance with the procedures specified in the relevant procurement law or contract documents. A change in price is considered significant if the price of the material or rental equipment increases by 20% or more between the date of bid submission and the date of the contract award. The total amount of all change orders issued to account for price increases under this Escalation Clause may not exceed 10% of the total contract price. Any request for a price increase under this clause must be supported by: price quotes included in the Vendor's bid of materials or rental equipment for which a change is being sought; invoices showing amounts actually paid for the materials or rental equipment, and any other evidence that supports the increase request. The quotes included in the bid must be the quotes the Vendor relied on when submitting its bid and both the quote and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party. The Vendor must also show that the significant price increase would have been incurred if the owner had purchased the material or rental equipment directly from the supplier.



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

State of West Virginia
Centralized Request for Quote

Proc Folder: 1014564

Doc Description: Lap Seam Metal Roof System
(Construction)

Proc Type: Central Purchase Order

Reason for Modification:

Addendum No. 2
To publish mandatory pre-bid
meeting sign-in sheet.

Date Issued	Solicitation Closes	Solicitation No	Version
2022-03-25	2022-04-05 13:30	CRFQ 0603 ADJ2200000023	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

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

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum No. 2

To publish mandatory prebid sign-in sheet, see attached.

Bid opening remains April 5, 2022 at 1:30 pm est.

No other changes.

INVOICE TOADJUTANT GENERALS
OFFICE
1703 COONSKIN DRCHARLESTON WV
US**SHIP TO**ADJUTANT GENERALS
OFFICE
112 AIRPORT ROADCHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Lap Seam Metal Roof System				

Comm Code	Manufacturer	Specification	Model #
-----------	--------------	---------------	---------

25174100

Extended Description:Lap Seam Metal Roof
36" Multi-Rib Profile Metal Roof Panels 26-ga.
Color to be determined by owner**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid at 10:00 am est.	2022-03-22
2	Technical Questions Due by 2:00 pm est.	2022-03-25

	Document Phase	Document Description	Page
			3
ADJ2200000023	Draft	Lap Seam Metal Roof System□ (Construction)	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ ADJ2200000023

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("ADJ22*23") 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:

1. To attached mandatory pre-bid sign-in sheet, see attached
2. Bid opening date remains April 5, 2022, at 1:30 pm

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 ADJ22*023

Date of Pre-Bid Meeting: March 22, 2022 10:00 am

Location of Prebid Meeting: Civil Air Patrol HDQTRS Chas

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>
ADJ. GEN. LIVIA	CHUCK BAUMAN	1707 COONSKIN DR CHAS, WV 25311	304-561-6654	304-561-	charles.a.bauman26. nfy@army.mil
CFMO	Jim Skaggs		304-561-6550		
CFMO	Craig Welch		304-561-6775		
LEE REGER BUILDS	JOHN KISSELLA	ONE RAILROAD ST PO BOX 1872 SHAWNSTON WV 26431	304 592- 2083	304- 592- 3920	JKISSELLA@ LRBUILDSWV.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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ22*23

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)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

LEE REGER BUILDS, INC.

Company



Authorized Signature

4.5.22

Date

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

REQUEST FOR QUOTATION – CRFQ ADJ22*23
Civil Air Patrol Charleston Headquarters Roof Replacement

CRFQ ADJ22*23 - EXHIBIT B – PROJECT PLANS

14. GENERAL REQUIREMENTS:

14.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

14.1.1 All work to be performed according to specifications provided in the following attachments.

14.1.1.1 Exhibit A: Pricing Page

14.1.1.2 Exhibit B: Project Plans

14.1.1.2 Exhibit C: Civil Air Patrol Headquarters Roof Replacement Scope of Work

14.1.1.3 Exhibit D: Civil Air Patrol Project Site Location Arial View

14.1.1.4 Exhibit E: Roof System Manufacturer Specifications

15. PERFORMANCE: 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.

16. 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.

17. PROJECT SPECIFIC CONDITIONS OF THE WORK

17.1 Limits of Work

17.1.1 Work areas will be limited to those spaces required for access to the jobsites.

17.1.2 Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager. Vendor shall take full responsibility for the storage of any supplies or equipment on the jobsite, whether inside or outside. Agency cannot guarantee availability of its employees during off-hours (evenings, holidays, weekends, etc.) to provide access to any supplies and equipment stored inside.

REQUEST FOR QUOTATION – CRFQ ADJ22*23
Civil Air Patrol Charleston Headquarters Roof Replacement

17.1.3 Agency facilities shall remain in use during this contract. Contractor shall work with the Trades Specialist to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to building work areas and loading dock access.

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Contractor shall coordinate the location of service connections or use of receptacles with the Trades Specialist to avoid overloading existing circuits.

17.2 Contractor Visitor Badges

Contractor shall provide a list of all personnel working on this project within the facility. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and cell phone number. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the facility. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the WV Army National Guard and approval given.

17.3 Work Restrictions

Access to the buildings shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use.

These are non-smoking buildings. Smoking is not permitted within the buildings or near entrances, operable windows or outdoor air intakes.

Vendor MAY NOT block access to any fire hydrant located at jobsite.

Vendor MAY NOT block access to parking lot entrances and exits without prior approval of the Agency.

17.4 Parking

Some parking is available on the project sites. Parking in non-designated areas is not permitted. Parking is the responsibility of the contractor. With prior approval, contractor'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.

REQUEST FOR QUOTATION – CRFQ ADJ22*23
Civil Air Patrol Charleston Headquarters Roof Replacement

17.5 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.

17.6 Safety

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

17.7 Hot Work Permit

Contractor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

17.8 Workmanship

Contractor 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. Contractor shall verify all dimensions.

EXHIBIT C- CRFQ ADJ22*23

Scope of Work

WEST VIRGINIA ARMY NATIONAL GUARD

CIVIL AIR PATROL HEADQUARTERS IN CHARLESTON, WV

ROOF REPLACEMENT

Division 1 - General Requirements

00200 Instructions to Bidders

- All contractual documents, information and procedures distributed by, or by any other means conveyed, by WV State Purchasing or the office of; supersedes the language in this document.
- All manufacturers and model numbers specified are the basis for the specification only and (or equal) products are to be considered when bid with sufficient documentation for use in the bid evaluation process.
- Vendors should be certified installers of the manufacturer's roof systems for which they are bidding to ensure the integrity of the installed system and to adhere to the requirements of the manufacturer's warranty.

01100 Summary

The scope of work for this project is to perform roof replacement at the Civil Air Patrol located at 112 Airport Rd Charleston, WV. The Agency is considering a lap seam metal roofing system as noted herein. The requirements for this project are as follows:

BID ITEM NO. 1: LAP SEAM METAL ROOF: Roof Replacement work to include:

1. Provide and install a lifetime finish/7-year workmanship warrantied, **lap seam metal roof**. See **Exhibit B** for manufacturer and model used as basis for specification. Manufacturers and models specified are the standard by which all "or equal" bid products will be evaluated.
2. New metal roofing panels to be installed using exposed fastener system, and stainless-steel rivets where required.
3. Accessories to include but are not limited to, bull-nose drip edge, gable rake metal, wall flashings, chimney flashings, pipe flashing boots, z-channel at ridges/hips, and hip/ridge cap metal.
4. Tear off existing roofing materials down to the deck. Sweep, clean, and prepare the deck for new materials.
5. Replace any rotten/damaged sheathing.
6. Furnish and install Ice & Water Shield at the gutter edge and around the roof top HVAC unit curbs

7. Install new Synthetic "dry-in" underlayment over the roof surface and secure using 1" plastic caps. (Not required on Steel deck)
8. Furnish and install metal roof panels made of 26-gauge Fluoropolymer (Kynar 500) or equal coated metal (color chosen by owner) Fabricate and install vented ridge cover made from 24-gauge finished metal
9. Fabricate and install non-vented hip covers made from 24-gauge Fluoropolymer (Kynar 500) or equal coated finished metal (color chosen by owner) Fabricate and install drip edge and counter flashings made of 24-gauge finished metal
10. Furnish and install Color Bar (or equivalent) snow guards with S-5 mounting clamps over man door openings
11. If re-decking is required new 7/16" OSB sheathing will be installed over 1x6,1x8,1x10,1x12 slat boards.
12. Clean up all construction debris from the property and dispose of it properly daily. Includes running large magnets to pick up nails.

01300 Administrative Requirements

PROJECT COORDINATION

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

ADMINISTRATIVE PROCEDURES

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

CONSERVATION

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

PROGRESS MEETINGS

- Contractor will conduct progress meetings at site agreed upon by the Owner/Owner's Representative at regularly scheduled intervals, generally bi-weekly.
- Progress meeting minutes are to be provided by the contractor within 3 business day of conclusion of the meeting. The meeting minutes shall be approved at the next meeting.
- The progress agenda shall include:
 - Review and correct or approve minutes of previous progress meeting.
 - Review and discuss old business
 - Review and discuss new business
 - Review and discuss contractor's issues and concerns
 - Review and discuss owner's issues and concerns
 - Review and discuss progress since last meeting.
 - Review where each activity is in relation to Contractor's Construction Schedule, whether on time or ahead or behind schedule, will be determined.
 - Contractor to present a new updated schedule at each progress meeting; to include a two week look ahead.
- Contractor shall provide meeting minutes of each progress meeting within three days after each progress meeting date. Contractor will distribute copies of minutes of meeting to the Owner.

GENERAL RESPONSIBILITIES

- The successful contractor is responsible for providing all parts, labor, equipment, and materials required to provide a finished fully functional product as described in the objectives.
- The contractor is responsible for the cost and obtaining of all required permits.
- The contractor is responsible to ensure all work is in compliance with all Federal, State, Local Municipalities, State Fire Marshall and ATFP requirements.
- Contractor is responsible for all permits; the contractor shall obtain all required permits prior to initiation of any work. The contractor shall be responsible for the associated costs or permitting.
- Contractor is responsible for field verifying all distances and quantities of materials and components necessary for completion.
- The contractor is responsible for cleaning up the work site and repairing the site to original conditions once work is completed.
- Contractor responsible for keeping the work site clean daily, free from excess debris and safety hazards.
- Contractor responsible for providing waste disposal for the project; contractor is responsible for removing all construction waste debris off site at the contractor's expense.
- All materials shall be submitted and approved by the WVARNG prior to installation.
- The West Virginia Army National Guard reserves the right to claim removed equipment from the project. A list of equipment to be retained will be provided to the contractor prior to beginning work. Contractor to make every effort to remove these items without damage.

- The contractor will provide a schedule of values broken down per line item with material and labor.
- Owner has 7 business days to review and respond to Requests for Information (RFI)s.
- Owner has 14 business days to review and respond to contract submittals.
- Owner has 14 business days to review and respond to review drawings.

SITE ACCESS REQUIREMENTS

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

01400 Quality Requirements

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

01500 Temporary Facilities and Controls

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

01700 Execution Requirements

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

Division 2 - Site Construction

PARTIAL DEMOLITION FOR REMODELING

GENERAL DEMOLITION

- Review, confirm and coordinate all demolition work and full extent of Owner's requirements prior to starting demolition work.

- Deliver salvageable materials requested by Owner.
- Perform all demolition in a manner acceptable to the Owner and regulatory agencies.
- Protect and maintain conduits, drains, sewers, pipes, and wires that are to remain on the property.
- Protect existing construction indicated to remain.
- Where existing construction is damaged by demolition operations, make repairs equal to or better than condition prior to start of demolition work.

CLEANING

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

SALVAGEABLE MATERIALS

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

HANDLING

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

WARRANTY

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

PRODUCTS

- Will be in accordance with attached specifications

INSTALLATION

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

EXHIBIT D



Map data ©2021, Map data ©2021 Google 20 ft

Arial View of Project Site

**Civil Air Patrol Headquarters
112 Airport Road
Charleston, WV**

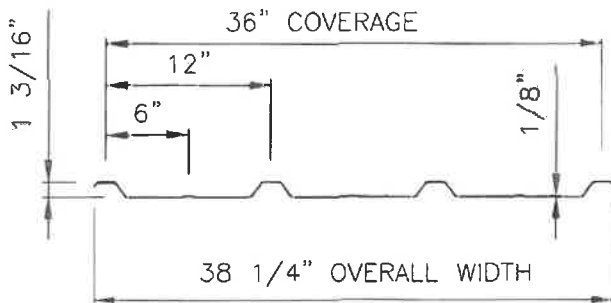
McELROY METAL, INC

www.mcelroymetal.com



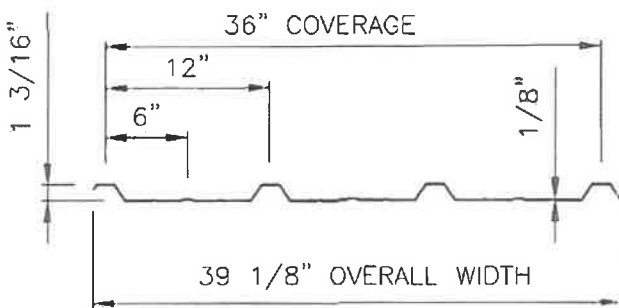
Multi-Rib and Multi-Rib PB Panel

Product Data



MULTI-RIB PROFILE - WALLS

(Non-Purlin Bearing Leg)



MULTI-RIB PROFILE - ROOFS

(Purlin Bearing Leg)

NOTE:

All data represented on this sheet may not be applicable to all widths and gauges. Please contact McElroy Metal for more information.

Applications

Exposed fastener wall/roof panel used on slopes down to 1:12. Tape sealant is required on seam (side-laps). Standard panel lengths up to 40'. Please inquire for longer lengths.

Substrates

Plywood or Purlins.

Material

Standard - 26 GA. ASTM A792 (50 or 80 ksi steel) *roof & wall panels*
AZ55 - Bare, AZ50 - Painted
Optional - 22 GA. & 24 GA. ASTM A792 (50 ksi steel) *wall panels*
AZ55 - Bare, AZ50 - Painted

Manufacturing

Roll formed in factory.

Finishes

Acrylic Coated Galvalume®
Fluoropolymer (Kynar 500® PVDF resin-based)
Siliconized Polyester and Polyester

Pan Conditions

Oil canning is inherent in all metal panels and is not cause for panel rejection.

Testing *

Uplift: UL 580 Class 90, ASTM E1592
Air & Water Infiltration: E1646 and E1680
Impact Testing: UL 2218 Class 4
Fire Resistance: UL 263 & UL 790 Class A
Florida Product Approval: FL 1832.10 (non-structural roofing)
FL 1747.8 (structural roofing)
Texas Windstorm: RC-63 & RC-283

Testing and Approvals are product specific. Please inquire for details.



FASTENER PATTERN (@ Eaves, Ridges & Endlaps)



FASTENER PATTERN (@ Intermediate Purlins)



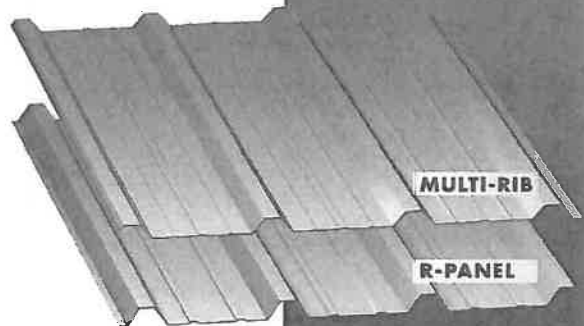
FOAM INSIDE CLOSURE



FOAM OUTSIDE CLOSURE

MULTI-RIB R-PANEL

INSTALLATION



MULTI-RIB

R-PANEL



GENERAL NOTES

The details shown on the following pages are suggestions or guidelines for installing the Multi-Rib and R-Panel wall and roof panel system. The installation details shown here are proven methods of construction, but they are not intended to cover all building requirements, designs or codes. The details may require changes or revisions due to individual project conditions.

Installation procedures shall be in accordance with the manufacturer's printed instructions, details or approved shop drawings. Installers should thoroughly familiarized themselves with all instructions prior to beginning the installation process.

The designer/installer is responsible to ensure the following:

That the details here meet the particular building requirements.

That adequate water tightness is maintained.

That a proper uniform substructure is used to avoid panel distortion and that the substructure meets necessary code requirements.

That all supporting members have been examined and are straight, level and plumb.

McElroy Metal can provide all flashings and accessories shown in the installation drawings unless noted otherwise. Panels, flashing and trim shall be installed true and in proper alignment with any exposed fasteners equally spaced for the best appearance. Sealant shall be field applied on a clean, dry surface.

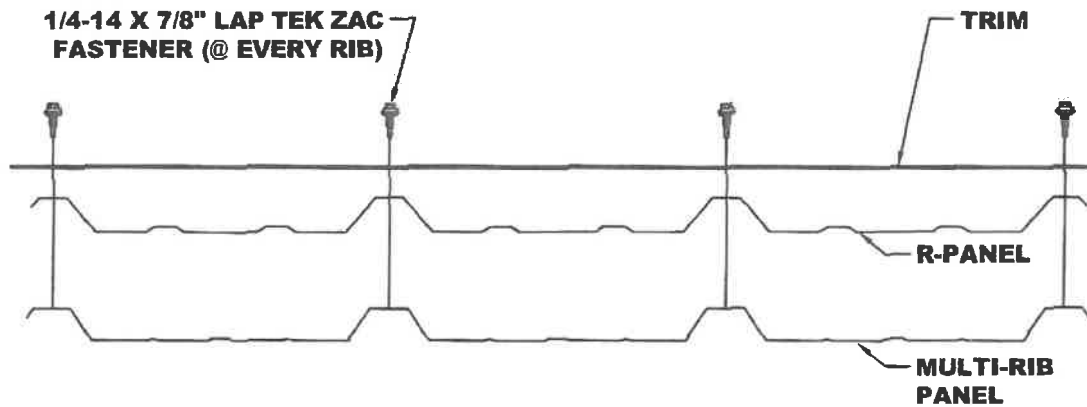
Some field cutting and fitting of panels and flashings is to be expected and to be considered a part of normal installation work. Workmanship shall be of the best industry standards and with installation performed by experienced metal craftsmen.

Oil canning of metal panels is inherent in the product and is not a cause for rejection.

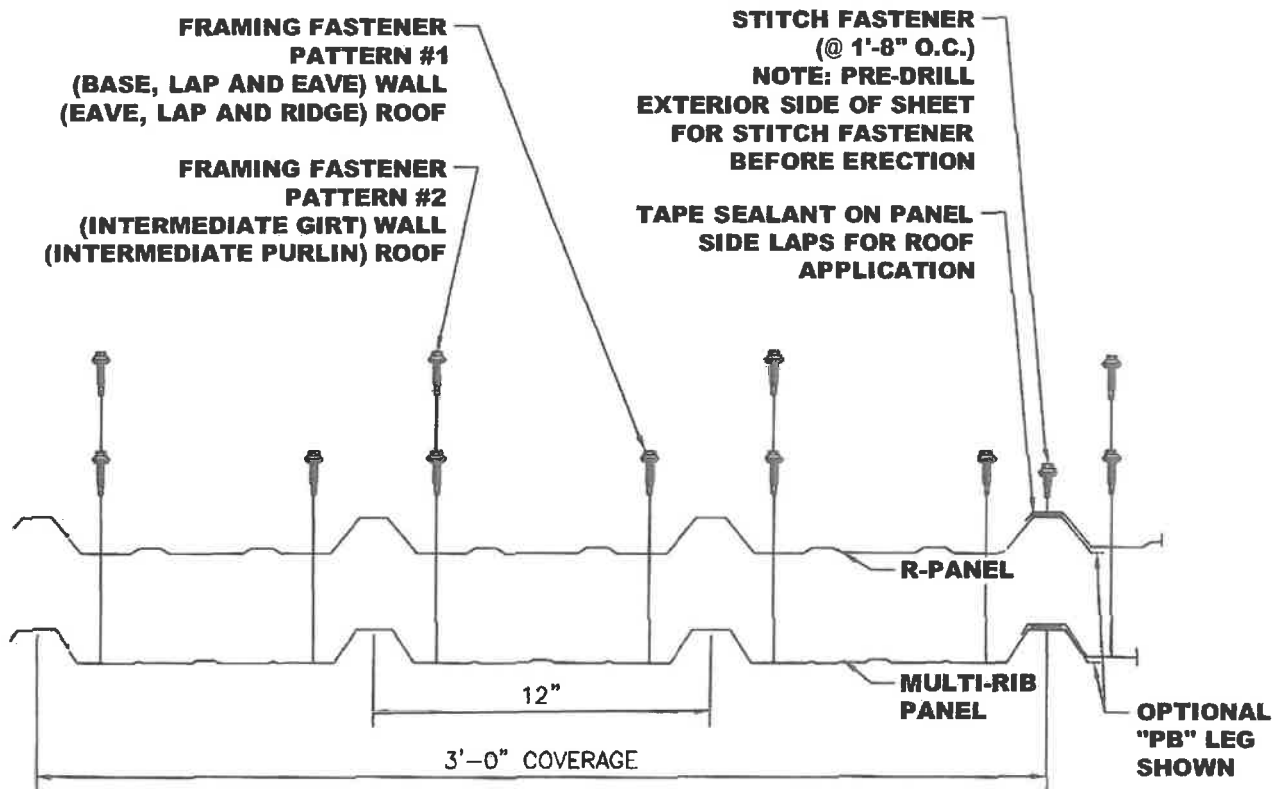
Contents of this manual are subject to change without notice. To confirm this book is the most current copy, please visit McElroy Metal's website at www.mcelroymetal.com.

**MULTI-RIB /
R-PANEL**

FASTENER PATTERNS

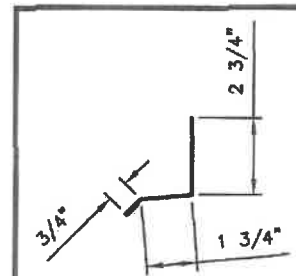
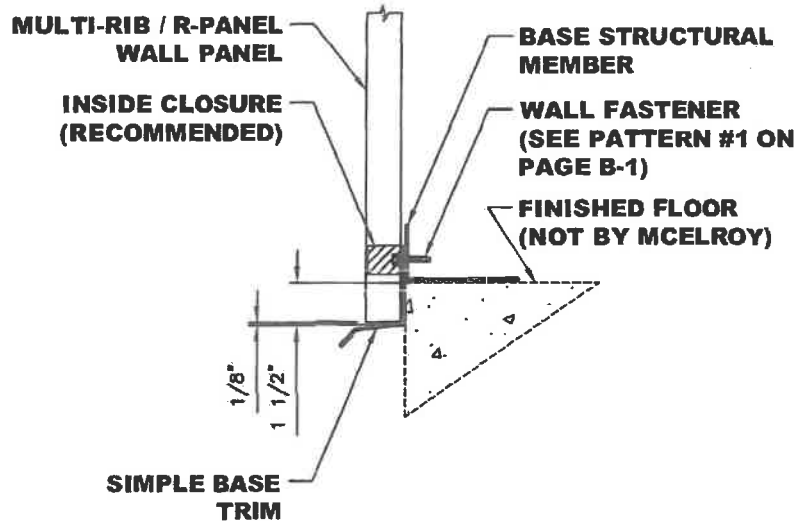


TRIM FASTENER PATTERN



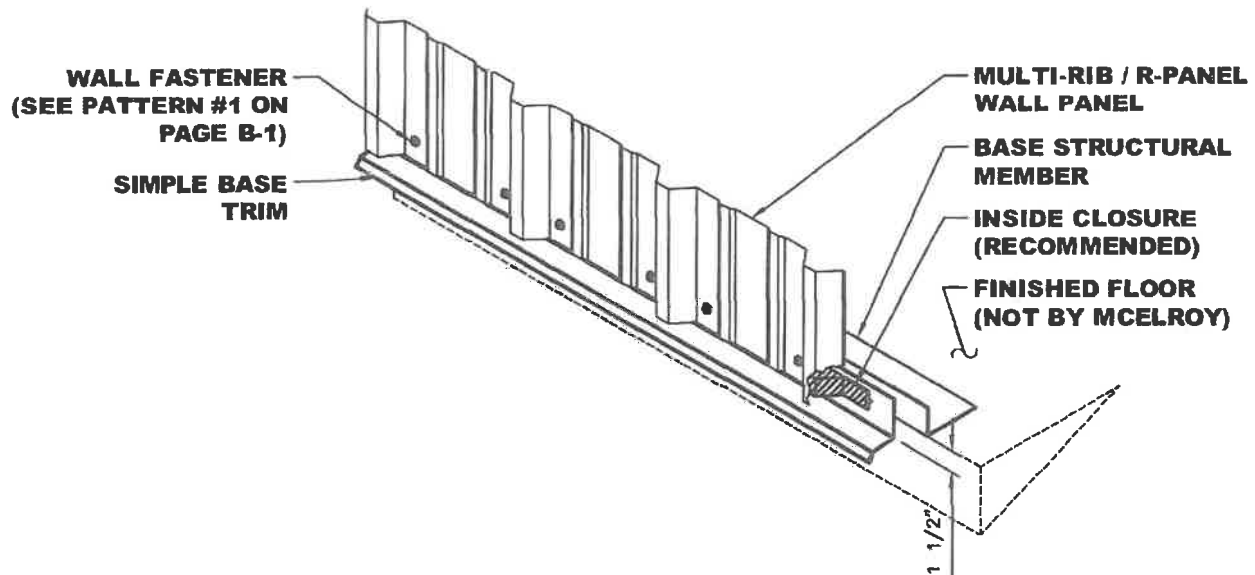
PANEL FRAMING AND STITCH FASTENER PATTERNS

SIMPLE BASE DETAIL



SIMPLE BASE TRIM

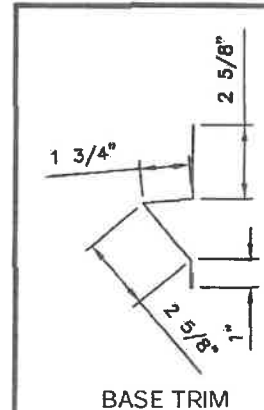
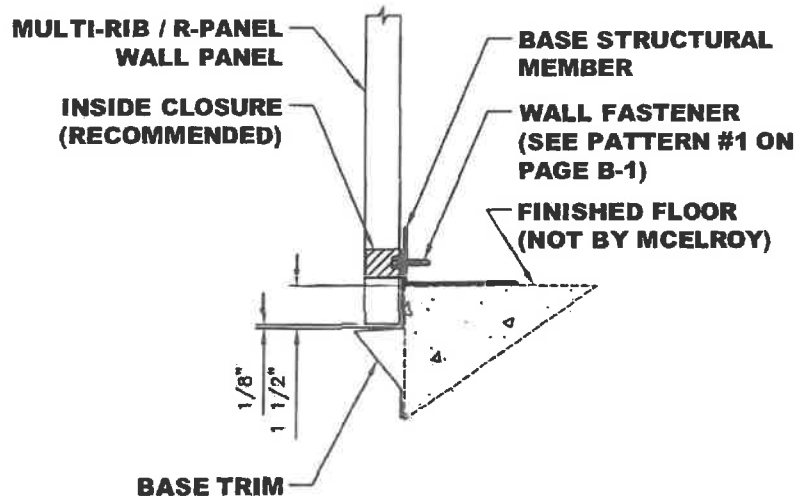
- NOTES:**
1. Base Structural Member set flush with edge of Finished Floor.
 2. Set Simple Base Trim 1 1/2" down face of finished floor.
 3. Set Closure in position on Simple Base Trim.
 4. Set Multi-Rib / R-Panel Wall Panel into place. Make sure to leave a 1/8" gap between trim and panel.
 5. Attach panel with Framing Fasteners per Fastening Pattern #1 shown on page B-1.



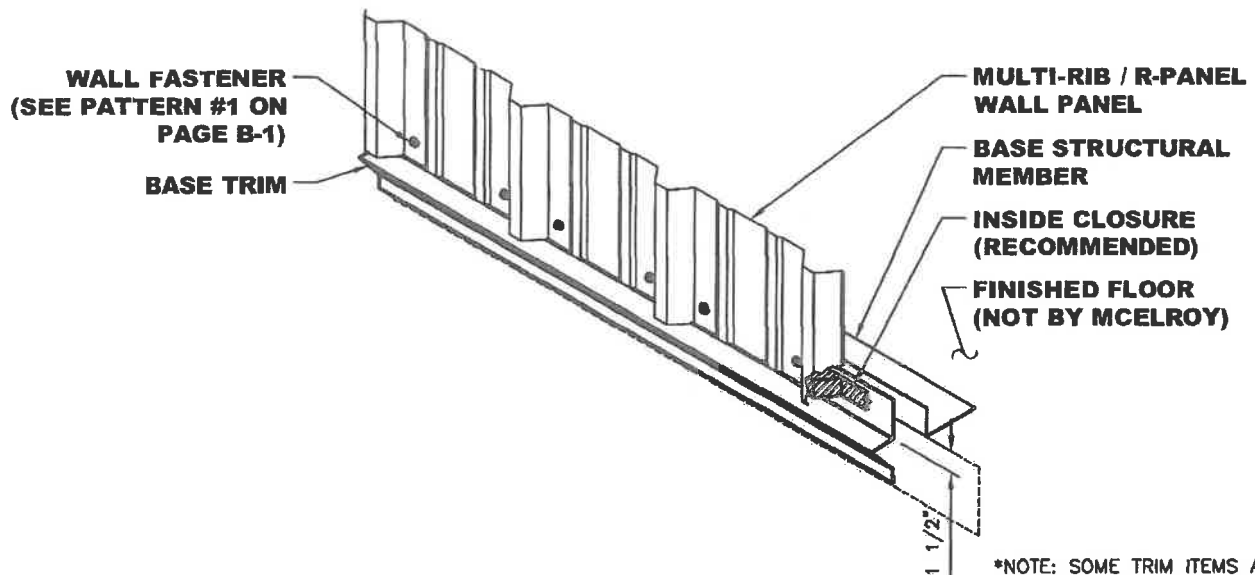
*NOTE: SOME TRIM ITEMS AND FASTENERS HAVE BEEN REMOVED FOR CLARITY OF ISOMETRIC DETAIL.

MULTI-RIB / R-PANEL

BASE DETAIL



- NOTES:**
1. Base Structural Member set flush with edge of Finished Floor.
 2. Set Base Trim 1 1/2" down face of finished floor.
 3. Set Closure in position on Base Trim.
 4. Set Multi-Rib / R-Panel Wall Panel into place. Make sure to leave a 1/8" gap between trim and panel.
 5. Attach panel with Framing Fasteners per Fastening Pattern #1 shown on page B-1.

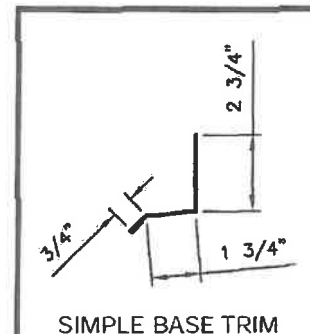
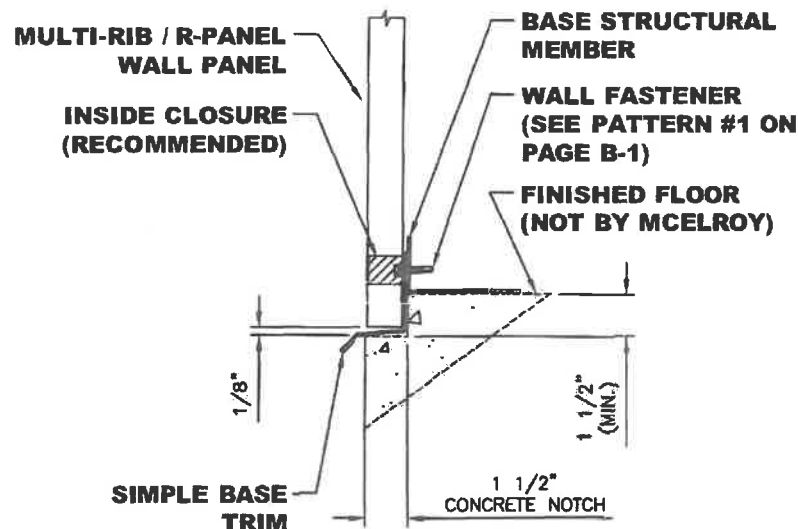


*NOTE: SOME TRIM ITEMS AND FASTENERS HAVE BEEN REMOVED FOR CLARITY OF ISOMETRIC DETAIL.

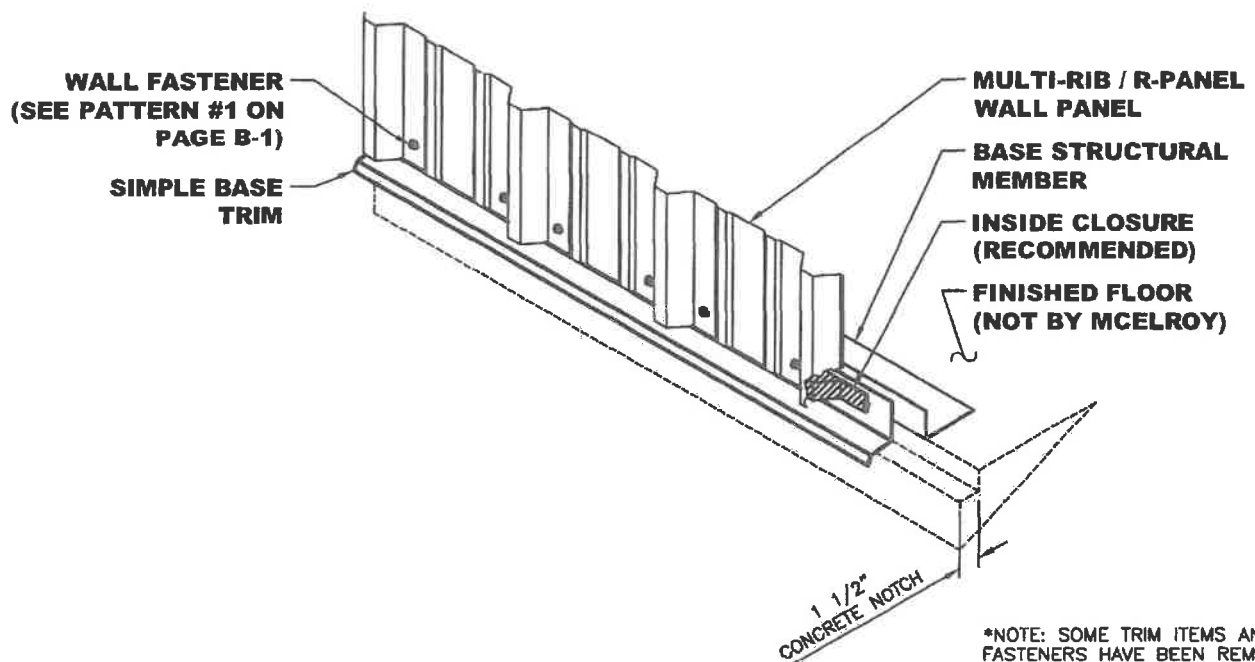


MULTI-RIB / R-PANEL

SIMPLE BASE DETAIL



- NOTES:**
1. Base Structural Member set flush with edge of concrete notch.
 2. Set Simple Base Trim in concrete notch.
 3. Set Closure in position on Simple Base Trim.
 4. Set Multi-Rib / R-Panel Wall Panel into place. Make sure to leave a 1/8" gap between trim and panel.
 5. Attach panel with Framing Fasteners per Fastening Pattern #1 shown on page B-1.

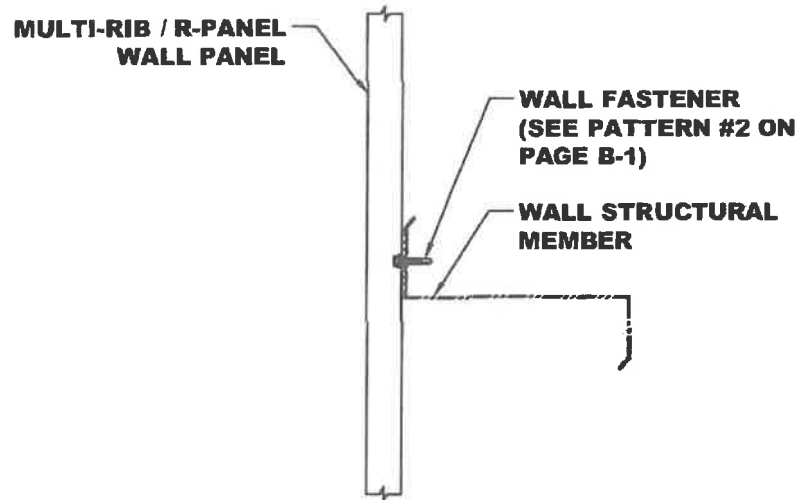


*NOTE: SOME TRIM ITEMS AND FASTENERS HAVE BEEN REMOVED FOR CLARITY OF ISOMETRIC DETAIL.

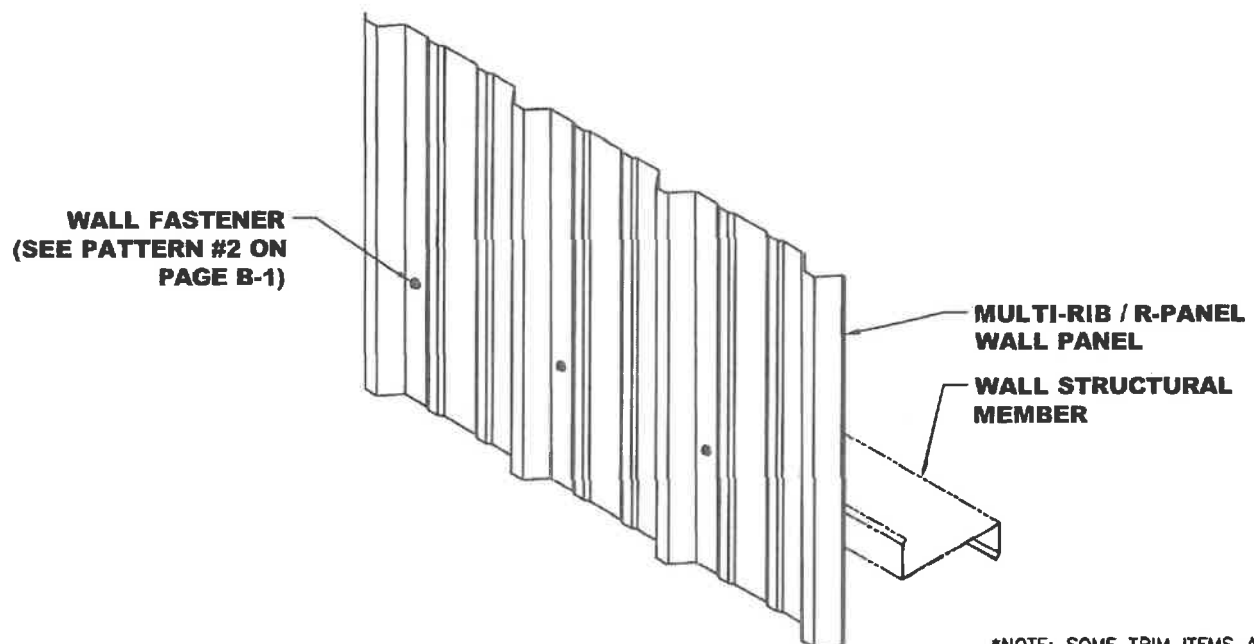


**MULTI-RIB /
R-PANEL**

WALL PANEL TO GIRT DETAIL



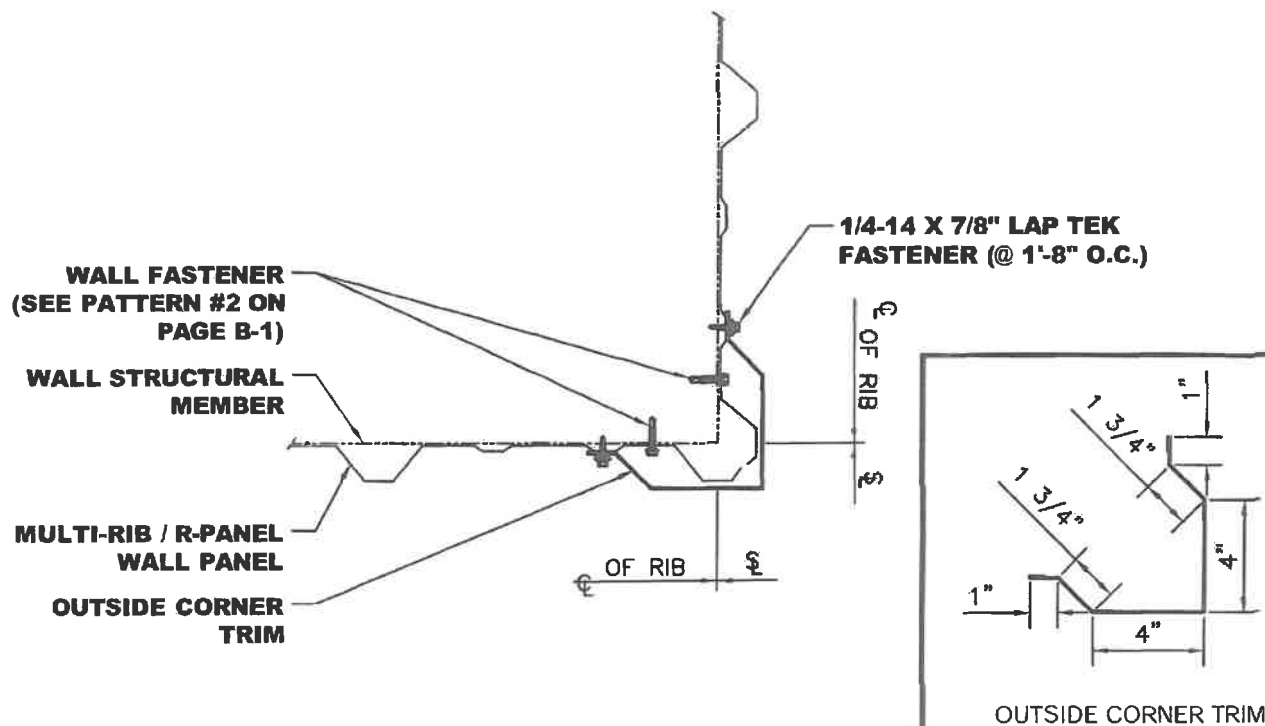
NOTES: 1. Attach Multi-Rib / R-Panel Wall panel to Wall Structural Member with Framing Fasteners using Fastener Pattern #2 as shown on page B-1.



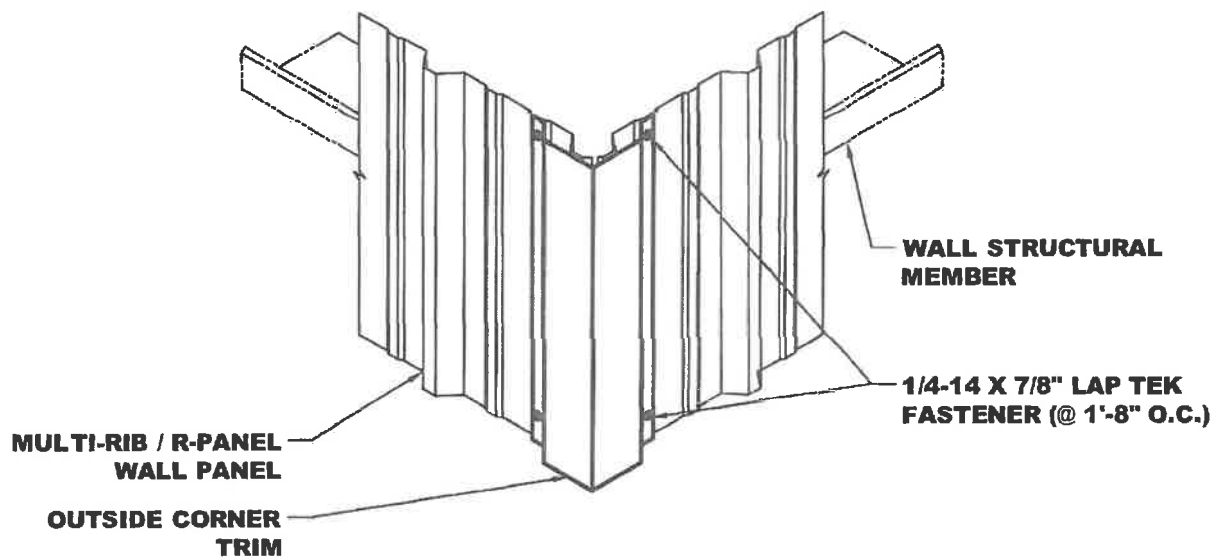
*NOTE: SOME TRIM ITEMS AND FASTENERS HAVE BEEN REMOVED FOR CLARITY OF ISOMETRIC DETAIL.

**MULTI-RIB /
R-PANEL**

OUTSIDE CORNER DETAIL



NOTES: 1. Attach Multi-Rib / R-Panel Wall panel to Wall Structural Member with Framing Fasteners using Fastener Pattern #2 as shown on page B-1.

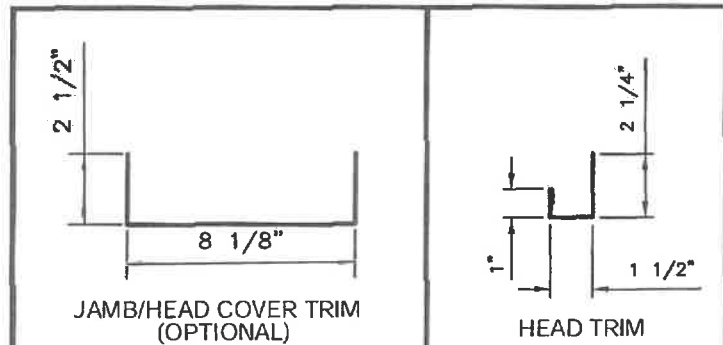
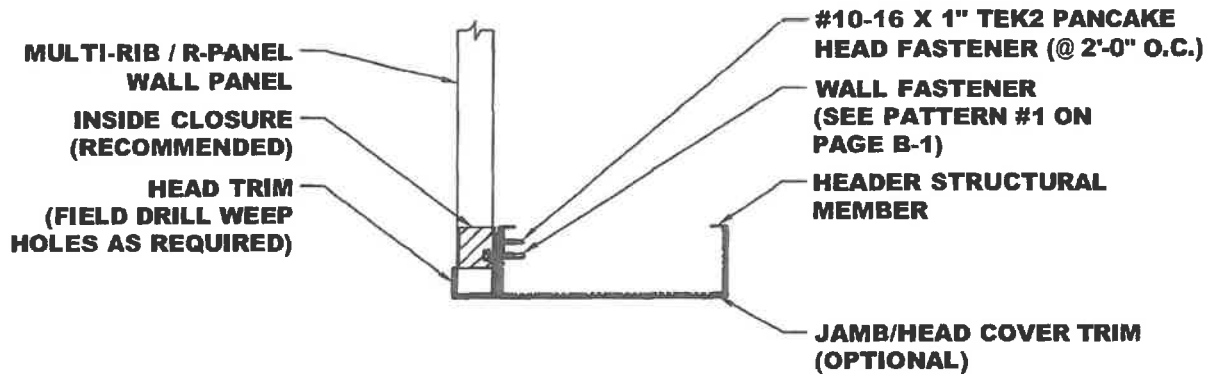


***NOTE: SOME TRIM ITEMS AND
FASTENERS HAVE BEEN REMOVED
FOR CLARITY OF ISOMETRIC
DETAIL.**

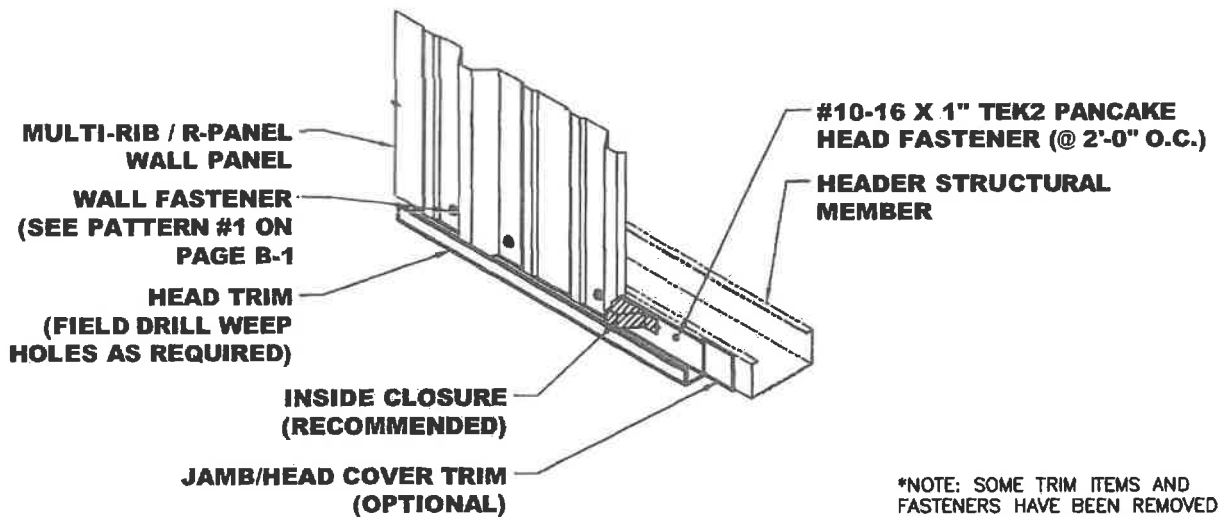


MULTI-RIB / R-PANEL

HEAD TRIM DETAIL



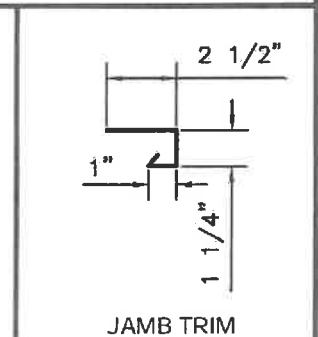
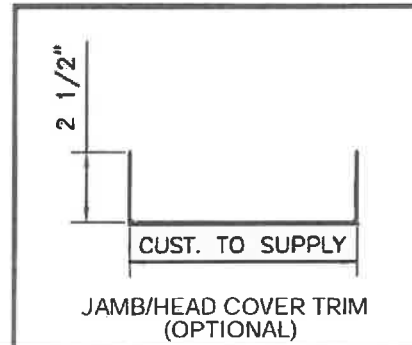
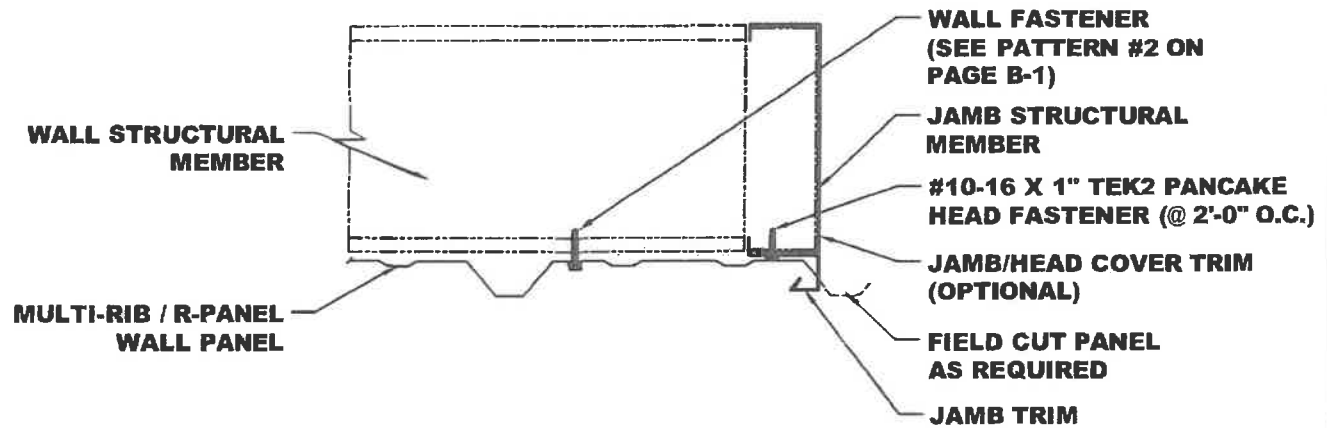
- NOTES:**
1. Attach Head Trim to Header using #10-16 x 1" TEK2 Pancake Head Fasteners every 2'-0" O.C.
 2. Set Inside Closure in position on Head Trim.
 3. Install Multi-Rib / R-Panel to Header Structural Member with framing fasteners using Fastener Pattern #1 on page B-1.



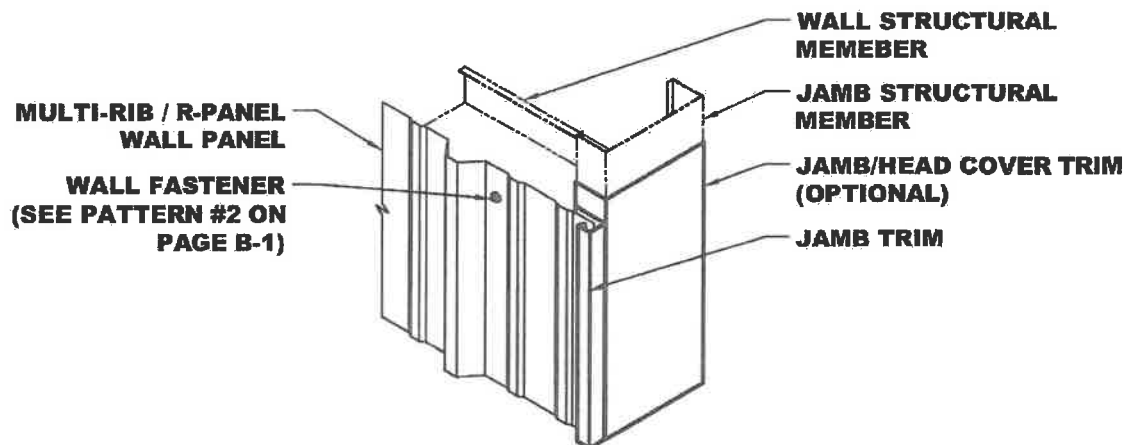
*NOTE: SOME TRIM ITEMS AND FASTENERS HAVE BEEN REMOVED FOR CLARITY OF ISOMETRIC DETAIL.

MULTI-RIB / R-PANEL

JAMB TRIM DETAIL



- NOTES:** 1. Attach Jamb Trim to Jamb Structural Member using #10-16 x 1" TEK2 Pancake Head Fasteners every 2'-0" O.C.
2. Install Multi-Rib / R-Panel to Wall Structural Member with framing fasteners using Fastener Pattern # 2 on page B-1.

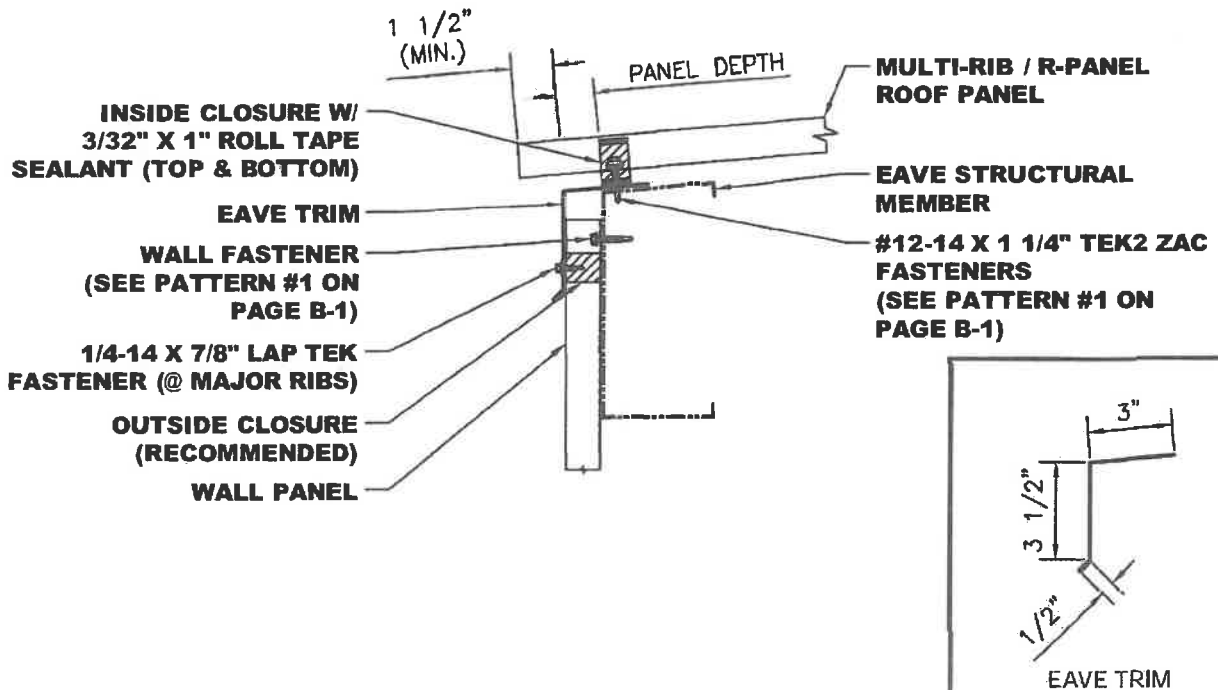


*NOTE: SOME TRIM ITEMS AND FASTENERS HAVE BEEN REMOVED FOR CLARITY OF ISOMETRIC DETAIL.

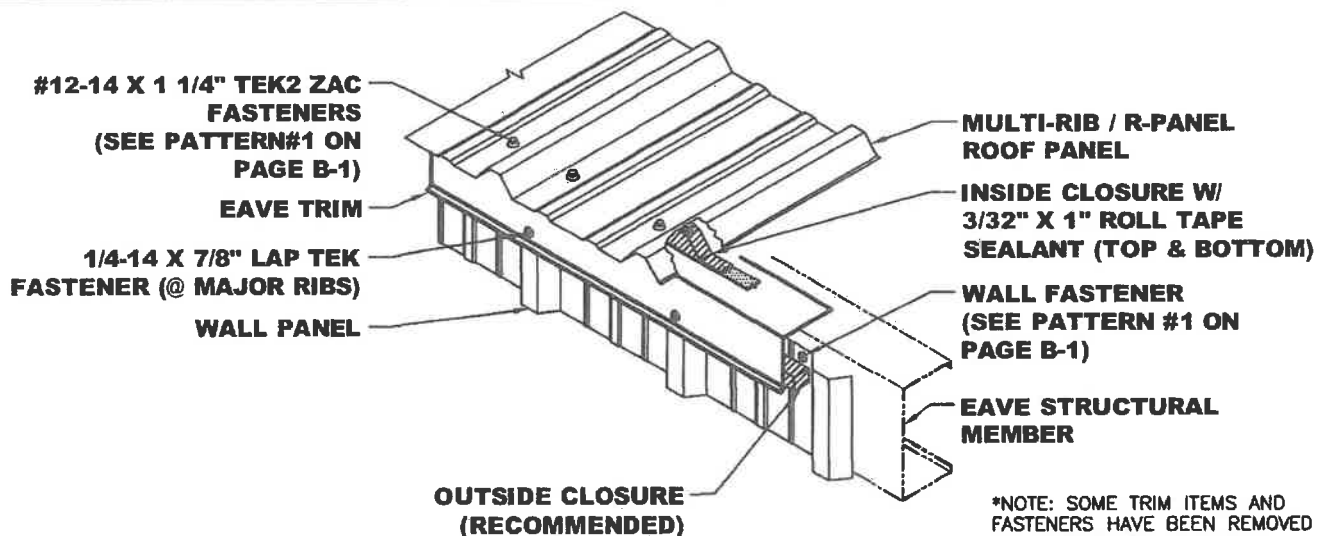


MULTI-RIB / R-PANEL

EAVE DETAIL



- NOTES:**
1. Attach Wall Panel to Eave Structural Member with Framing Fasteners using Fastener Pattern #1 on page B-1.
 2. Eave Trim to run from out of wall to out of wall.
 3. Trim pieces lap 2". Apply 3/32" x 3/8" Butyl Tape Sealant in trim laps and Pop Rivet trims as shown on page C-18.
 4. Attach Eave Trim to Wall Panel at major ribs with 1/4-14 x 7/8" Lap Tek Fasteners.
 5. Apply continuous run of 1" Butyl Tape Sealant on top of Eave Trim.
 6. Set Closures in tape and apply another continuous run of 1" Butyl Tape Sealant on top of closures.
 7. Attach Multi-Rib / R-Panel Roof Panels in place with #12-14 x 1 1/4" Tek2 ZAC Fasteners. See fastener pattern on page B-1.

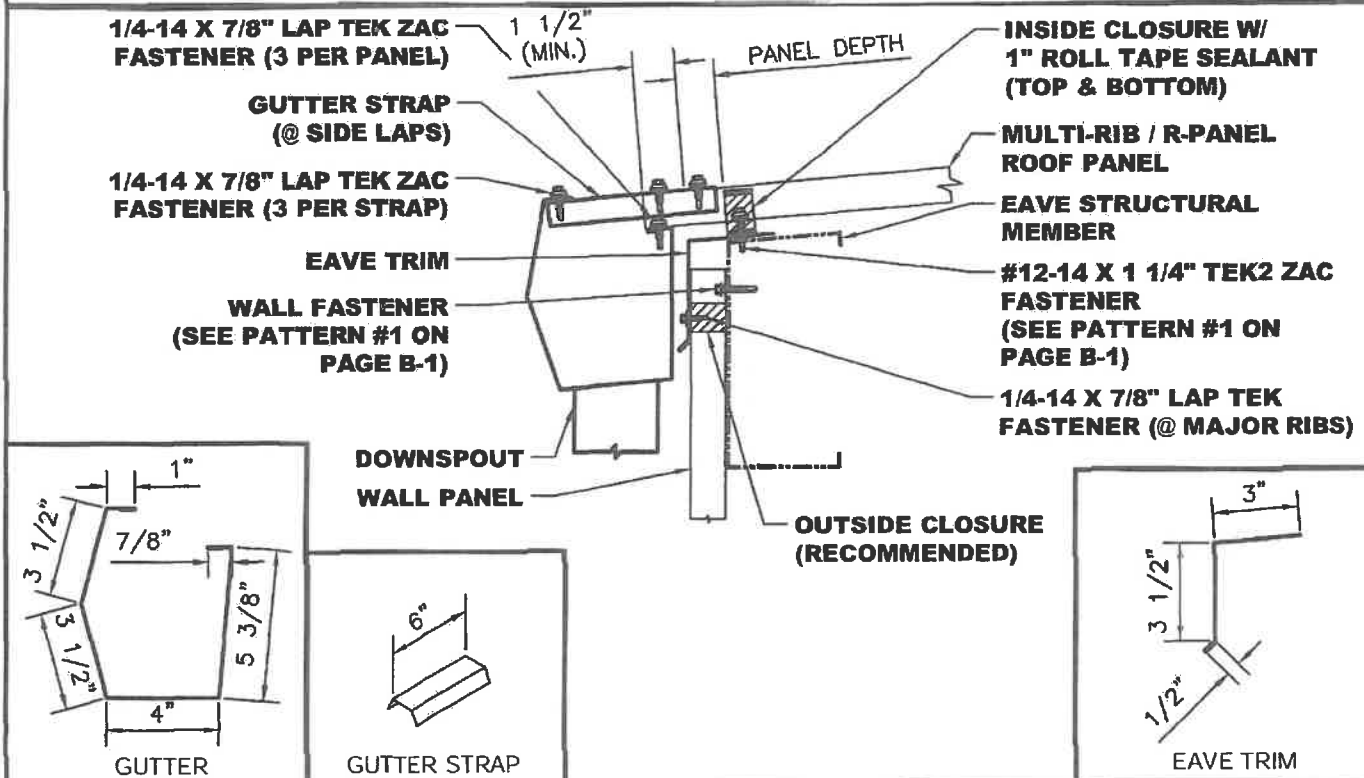


*NOTE: SOME TRIM ITEMS AND FASTENERS HAVE BEEN REMOVED FOR CLARITY OF ISOMETRIC DETAIL.

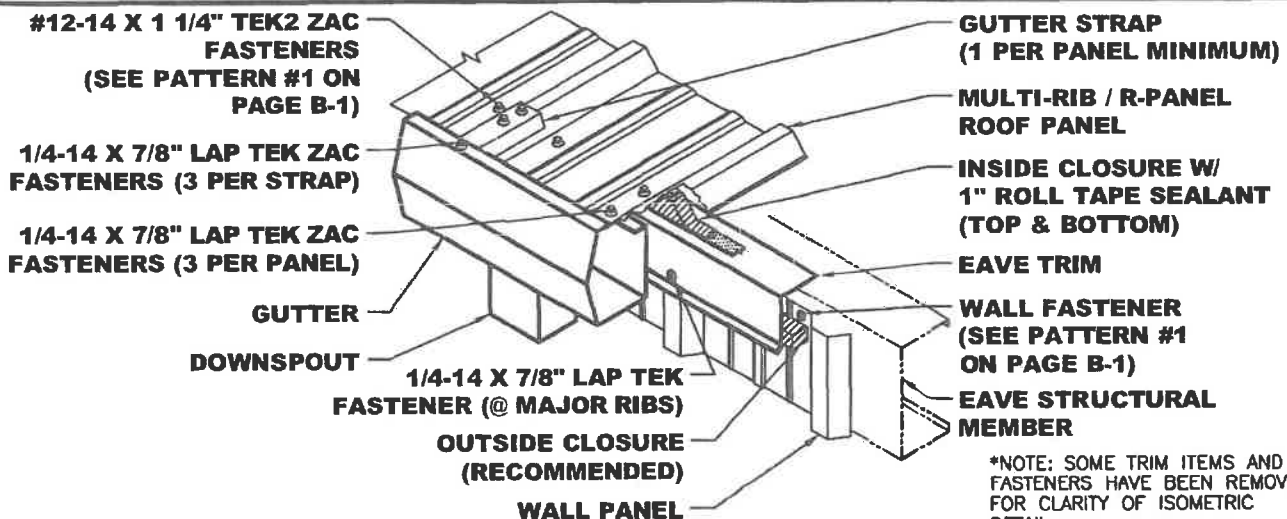


MULTI-RIB / R-PANEL

EAVE w/ GUTTER DETAIL

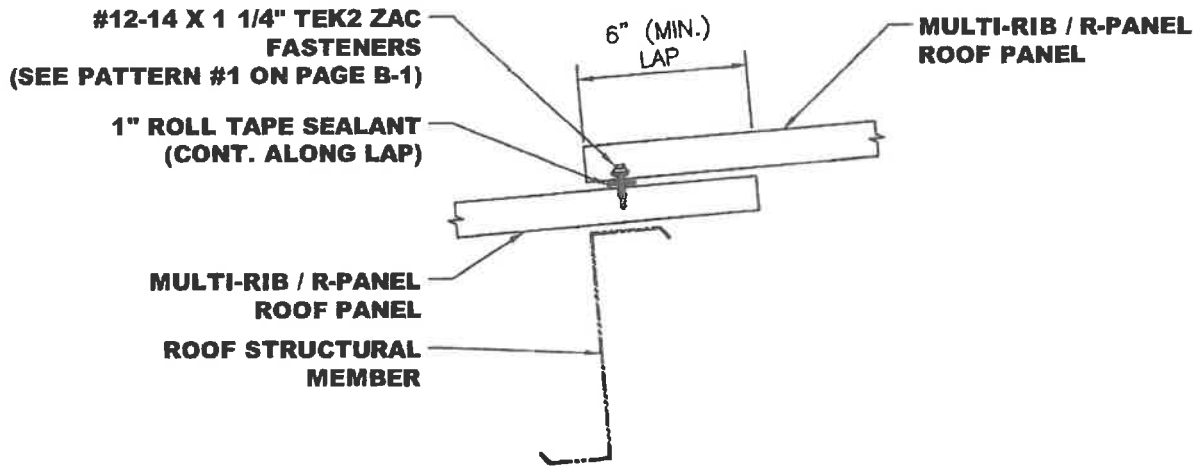


- NOTES:**
1. Attach Wall Panel to Eave Structural Member with Framing Fasteners using Fastener Pattern #1 shown on page B-1.
 2. Eave Trim and Gutter to run from out of wall to out of wall.
 3. Trim pieces lap 2". Apply 3/32" x 3/8" Butyl Tape or Butyl Tube Sealant at trim laps and Pop Rivet trims as shown on page C-18.
 4. Attach Eave Trim to wall panels at major ribs with 1/4-14 x 7/8" Lap Tek fasteners.
 5. Apply continuous run of 1" Roll Tape Sealant on top of Eave Trim.
 6. Set Inside Closures in tape and apply another continuous run of 1" Roll Tape Sealant on top of closures.
 7. Attach Multi-Rib / R-Panel Roof Panels with #12-14 x 1 1/4" Tek2 ZAC Fasteners. See Fastener Pattern on page B-1.
 8. Attach Gutter to roof panel with (1) 1/4-14 x 7/8" Lap Tek ZAC Fasteners. (3 per panel) Attach Gutter Straps to panel ribs with (2) 1/4-14 x 7/8" Lap Tek ZAC Fastener. Then attach Gutter to Gutter Strap with (1) 1/4-14 x 7/8" Lap Tek ZAC Fasteners.

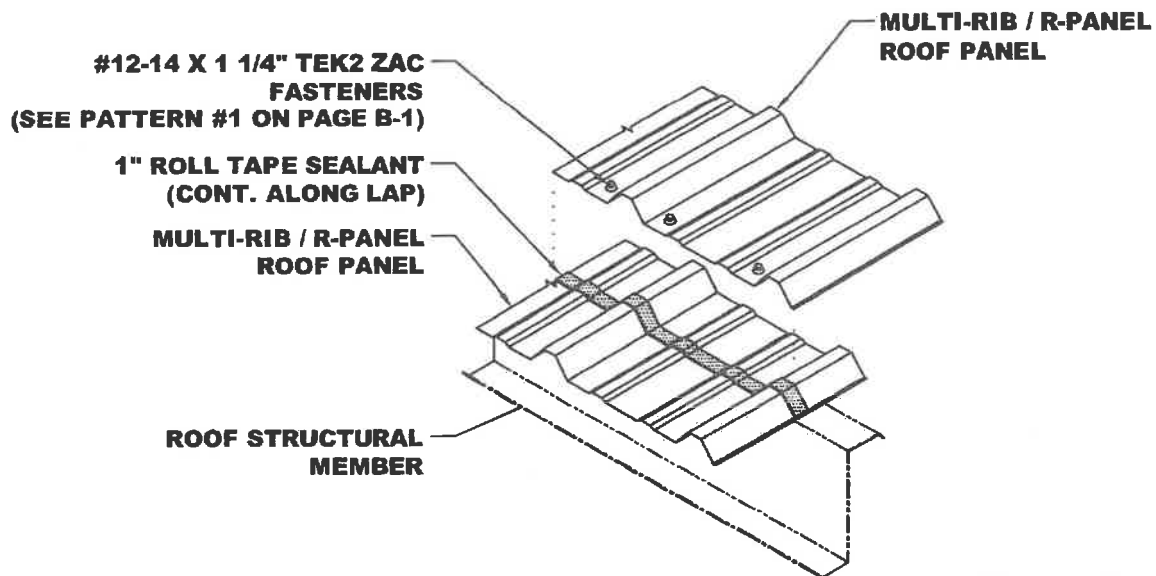


*NOTE: SOME TRIM ITEMS AND FASTENERS HAVE BEEN REMOVED FOR CLARITY OF ISOMETRIC DETAIL.

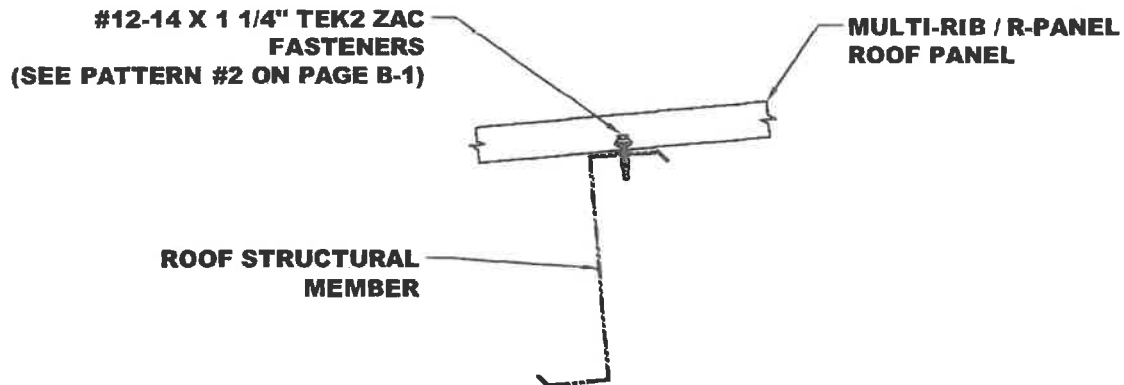




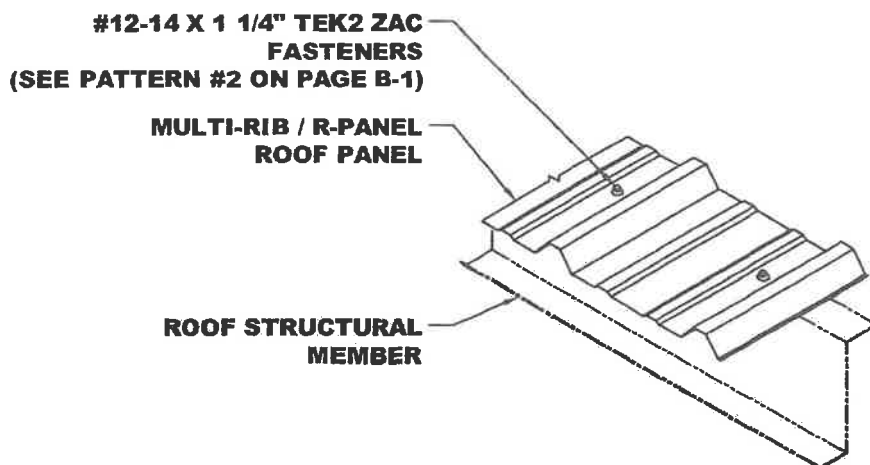
- NOTES:**
1. Extend lower Multi-Rib / R-Panel Roof Panel 6" past web of Roof Structural Member.
 2. Apply continuous run of 1" Roll Tape Sealant on top of lower Multi-Rib / R-Panel panel 5 3/4" down from end of panel.
 3. Install upper Multi-Rib / R-Panel panel and fasten with #12-14 x 1 1/4" Tek2 ZAC Fasteners. See Fastener Pattern #1 on page B-1.



*NOTE: SOME TRIM ITEMS AND FASTENERS HAVE BEEN REMOVED FOR CLARITY OF ISOMETRIC DETAIL.



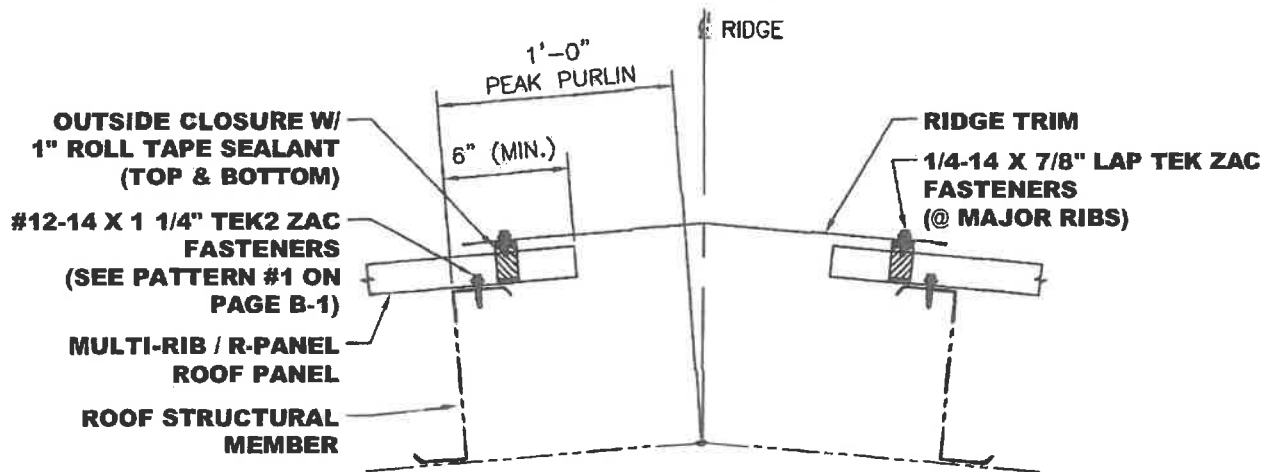
**NOTES: 1. Attach Multi-Rib / R-Panel Roof Panels with #12-14 x 1 1/4" Tek2 ZAC Fasteners.
See Fastener Pattern #2 on page B-1.**



*NOTE: SOME TRIM ITEMS AND
FASTENERS HAVE BEEN REMOVED
FOR CLARITY OF ISOMETRIC
DETAIL.

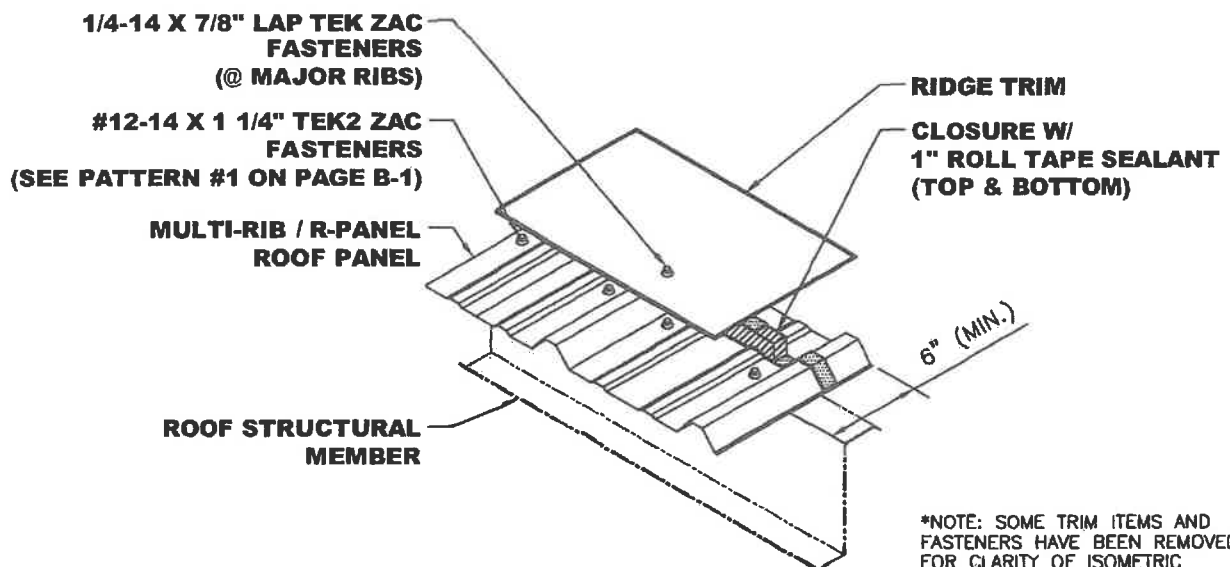
MULTI-RIB / R-PANEL

RIDGE DETAIL



RIDGE TRIM

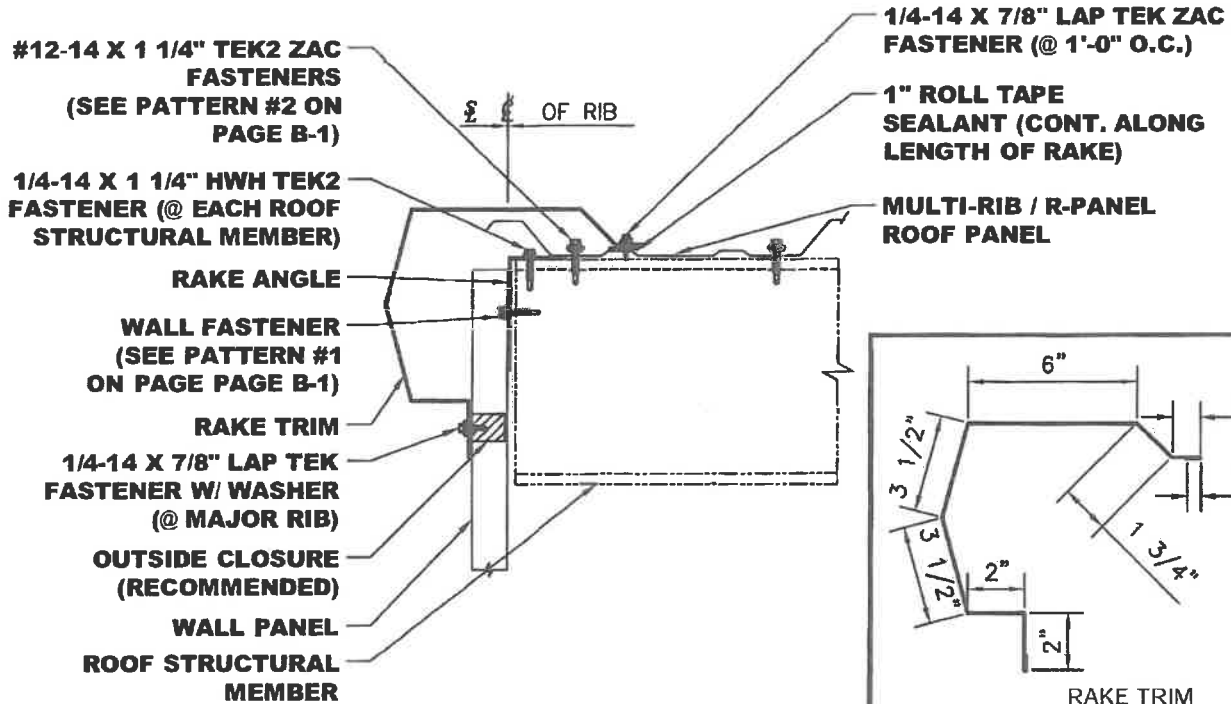
- NOTES:**
1. Attach Multi-Rib/ R-Panel Roof Panels with #12- 14x 1 1/4" Tek2 ZAC Fasteners. See Fastener Pattern #1 on page B- 1
 2. Install a continuous line of 1" Butyl Tape Sealant above fasteners. Seat Outside Closures in tape sealant. Install another continuous line of 1" Tape Sealant on top of closures.
 3. Attach Ridge Trim to roof panels with 1/4-14 x 7/8" Lap Tek ZAC Fasteners at major ribs. Make sure fastener penetrates sealant.
 4. Trim pieces lap 2". Apply 3/32" x 3/8" Butyl Tape or Butyl Tube Sealant at trim laps and secure trim joint with 1/4- 14x 7/8" Lap Tek ZAC Fasteners at 4" O.C.



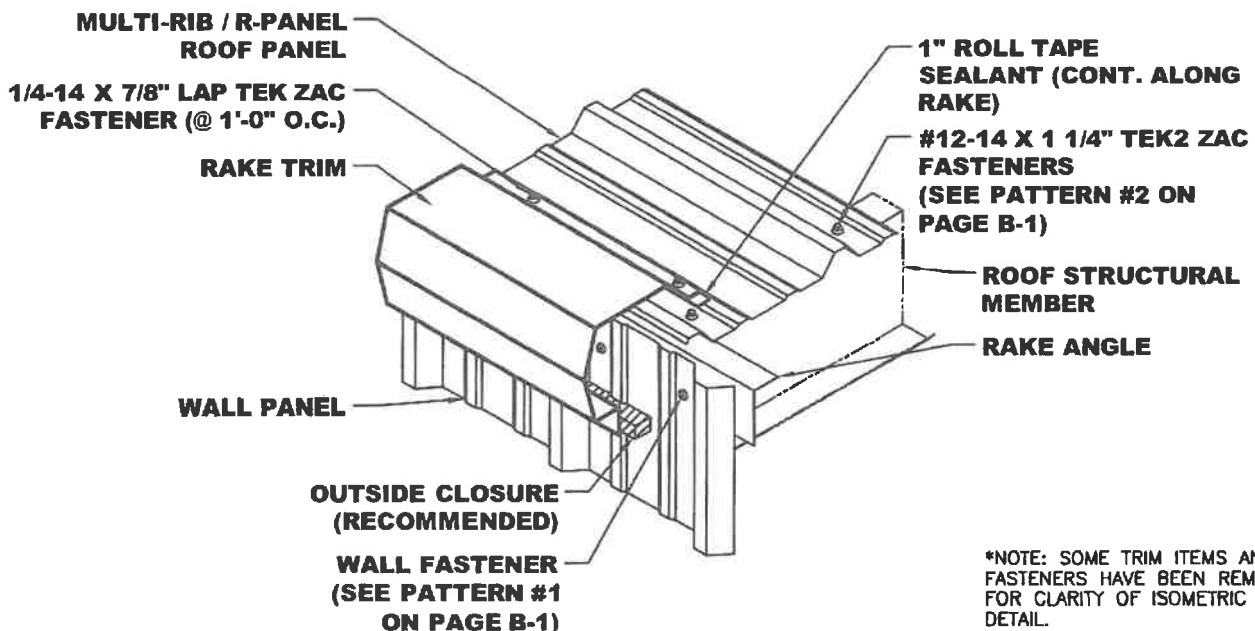
*NOTE: SOME TRIM ITEMS AND FASTENERS HAVE BEEN REMOVED FOR CLARITY OF ISOMETRIC DETAIL.

MULTI-RIB / R-PANEL

RAKE DETAIL



- NOTES:**
1. Attach Wall Panel to Rake Angle with Framing Fasteners using Fastener Pattern #1 on page B-1.
 2. Attach Multi-Rib / R-Panel Roof Panels in place with #12- 14x 1 1/4" Tek2 ZAC Fasteners. See Fastener Pattern #2 on page B-1.
 3. Install a continuous line of 1" Butyl Tape Sealant where Rake Trim rests on roof panel.
 4. Attach Rake Trim to roof panels with 1/4- 14x 7/8" Lap Tek ZAC Fasteners at 1'-0" O.C. Make sure fastener penetrates sealant.
 5. Attach Rake Trim to Wall Panels with 1/4- 14x 7/8" Lap Tek Fasteners with Washer at major ribs.
 6. Trim pieces lap 2". Apply 3/32" x 3/8" Butyl Tape or Butyl Tube Sealant at trim laps and secure trim joint with 1/4- 14x 7/8" Lap Tek ZAC Fasteners at 4" O.C.

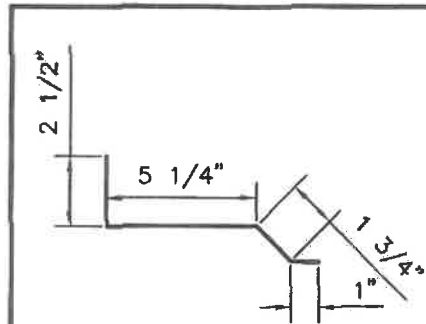
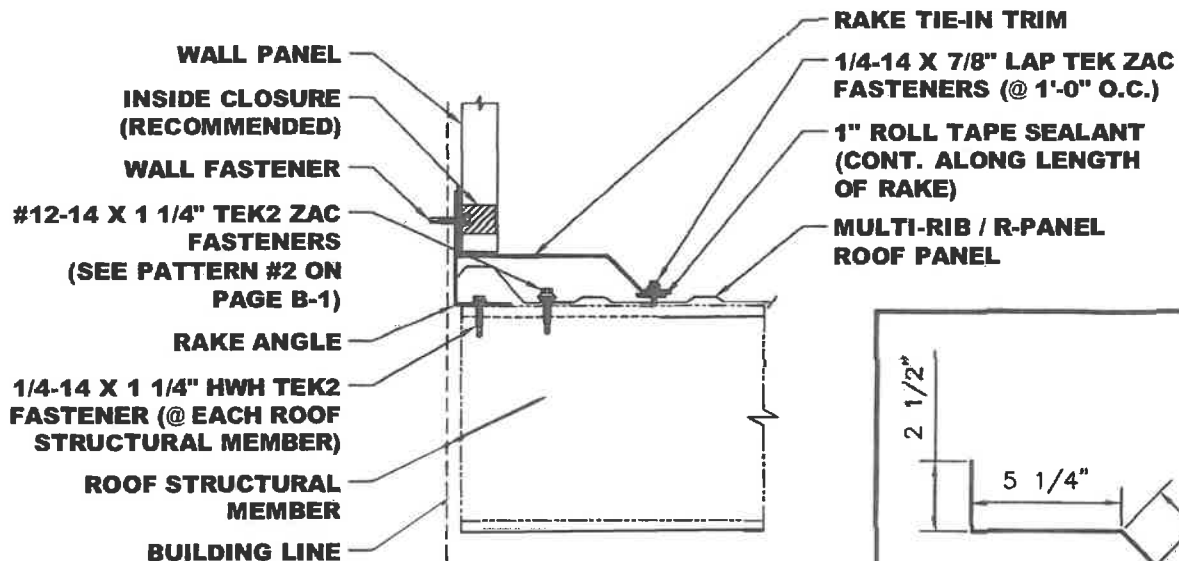


*NOTE: SOME TRIM ITEMS AND FASTENERS HAVE BEEN REMOVED FOR CLARITY OF ISOMETRIC DETAIL.



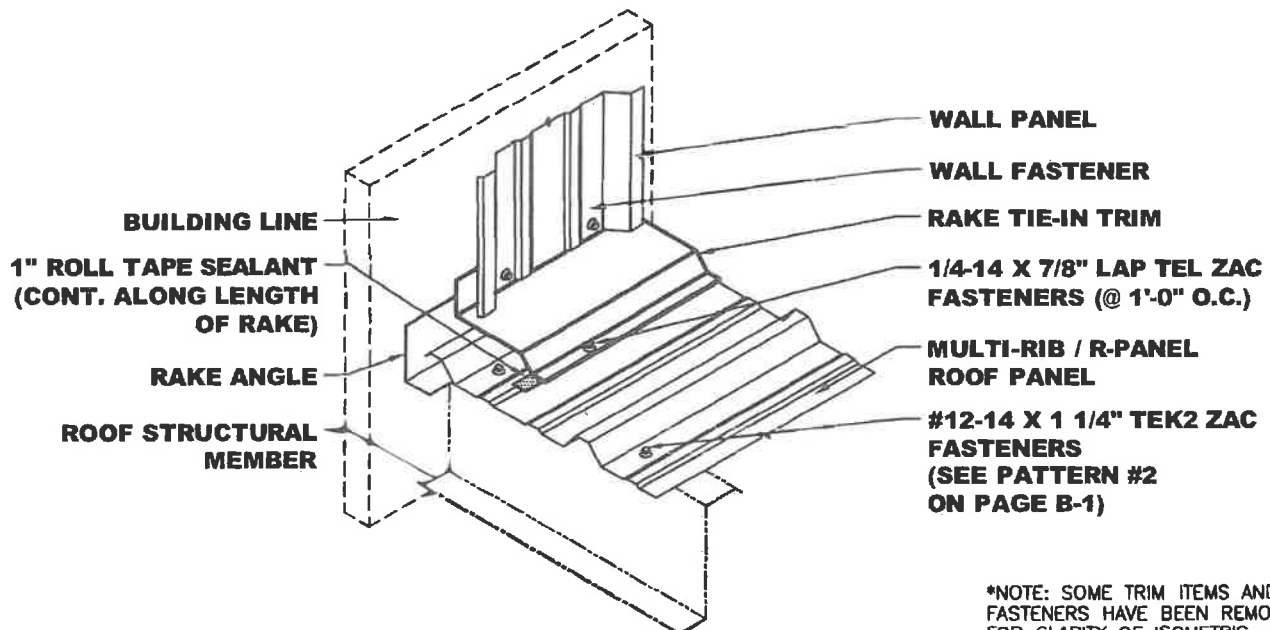
MULTI-RIB / R-PANEL

RAKE TIE-IN DETAIL



RAKE TIE-IN TRIM

- NOTES:**
1. Attach Multi-Rib / R-Panel Roof Panels with #12-14 x 1 1/4" Tek2 ZAC Fasteners. See Fastener Pattern #2 on page B-1.
 2. Install a continuous line of 1" Butyl Tape Sealant where Rake Tie-In Trim rest on roof panel.
 3. Attach Rake Trim to roof panels with 1/4-14 x 7/8" Lap Tek ZAC Fasteners at 1'-0" O.C. Make sure fastener penetrates sealant.
 4. Trim pieces lap 2". Apply 3/32" x 3/8" Butyl Tape or Butyl Tube Sealant at trim laps and secure trim joint with 1/4-14 x 7/8" Lap Tek ZAC Fasteners at 4" O.C.

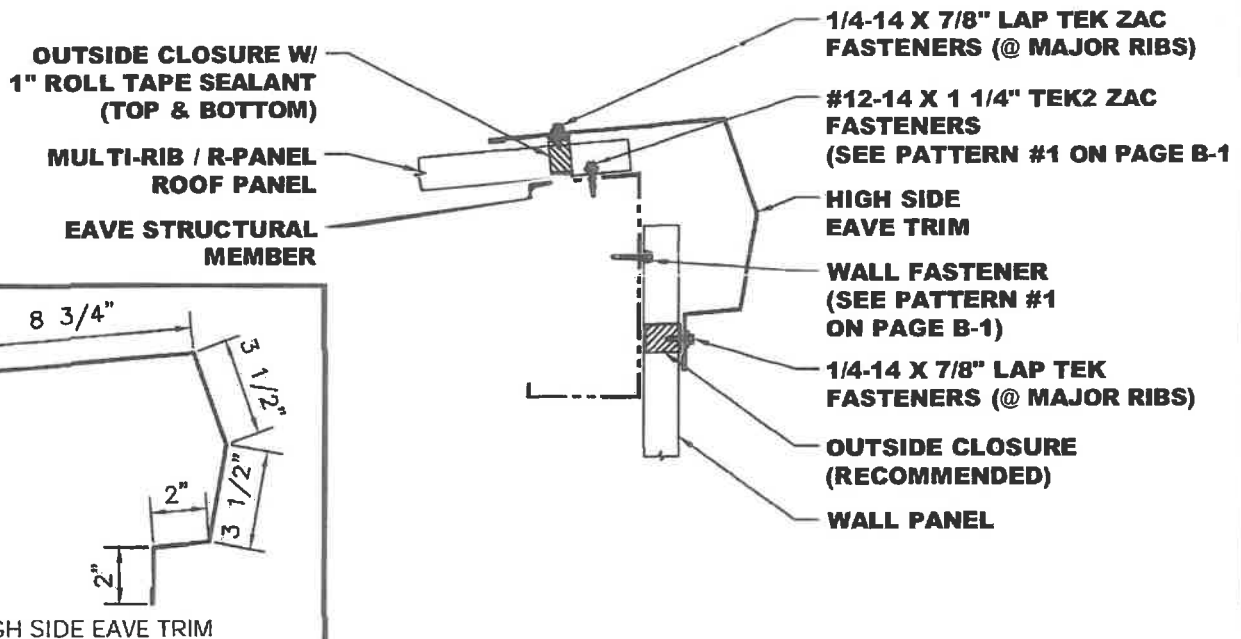


*NOTE: SOME TRIM ITEMS AND FASTENERS HAVE BEEN REMOVED FOR CLARITY OF ISOMETRIC DETAIL.

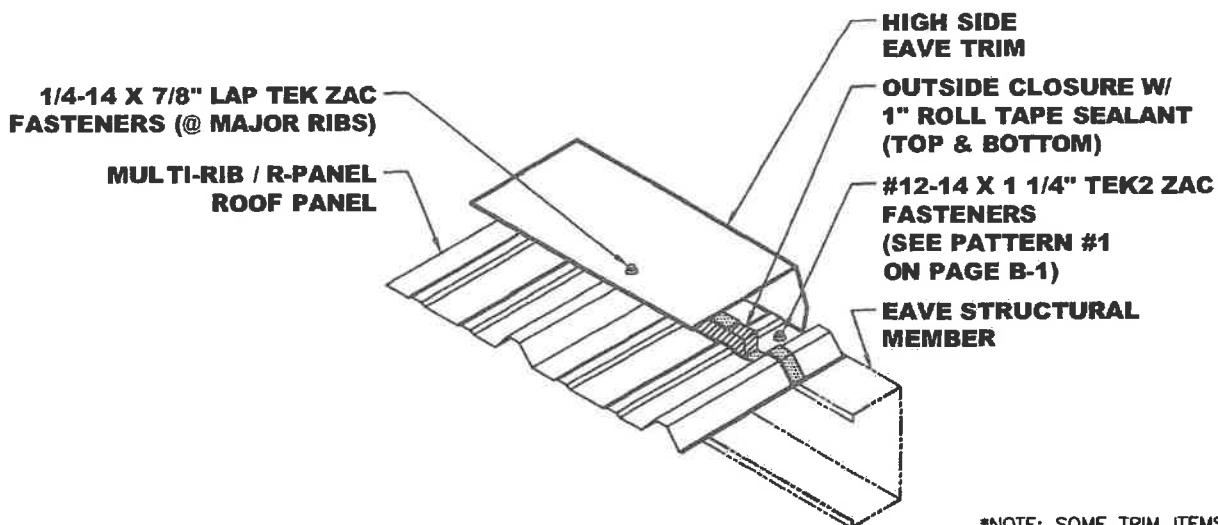


MULTI-RIB / R-PANEL

HIGH SIDE EAVE DETAIL



- NOTES:**
1. Attach Wall Panel to Eave Structural Member with Framing Fasteners using Fastener Pattern #1 on page B-1.
 2. Attach Multi-Rib / R-Panel Roof Panels with #12-14 x 1 1/4" Tek2 ZAC Fasteners. See Fastener Pattern #1 on page B-1.
 3. Install a continuous line of 1" Butyl Tape Sealant below fasteners. Seat Outside Closures in tape sealant. Install another continuous line of 1" Tape Sealant on top of closures.
 4. Attach High Side Eave Trim to roof panels with 1/4-14 x 7/8" Lap Tek ZAC Fasteners at major ribs. Make sure fastener penetrates sealant.
 5. Trim pieces lap 2". Apply 3/32" x 3/8" Butyl Tape or Butyl Tube Sealant at trim laps and secure trim joint with 1/4-14 x 7/8" Lap Tek ZAC Fasteners at 4" O.C.



*NOTE: SOME TRIM ITEMS AND FASTENERS HAVE BEEN REMOVED FOR CLARITY OF ISOMETRIC DETAIL.



MULTI-RIB / R-PANEL

HIGH SIDE TIE-IN DETAIL

1/4-14 X 7/8" LAP TEK ZAC
FASTENER (@ MAJOR RIBS)

HIGH SIDE TIE-IN TRIM

OUTSIDE CLOSURE W/
1" ROLL TAPE SEALANT
(TOP & BOTTOM)

MULTI-RIB / R-PANEL
ROOF PANEL

ROOF STRUCTURAL
MEMBER

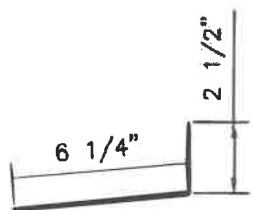
WALL PANEL

WALL FASTENER

WALL STRUCTURAL
MEMBER

INSIDE CLOSURE
(RECOMMENDED)

#12-14 X 1 1/4" TEK2 ZAC
FASTENER
(SEE PATTERN #1 ON PAGE B-1)



HIGH SIDE TIE-IN TRIM

- NOTES:**
1. Attach Multi-Rib / R-Panel Roof Panels with #12-14 x 1 1/4" Tek2 ZAC Fasteners. See Fastener Pattern #1 on page B-1.
 2. Install a continuous line of 1" Butyl Tape Sealant. Seat Outside Closures in tape sealant. Install another continuous line of 1" Tape Sealant on top of closures.
 3. Attach High Side Tie-In Trim to roof panels with 1/4-14 x 7/8" Lap Tek Fasteners at major ribs. Make sure fastener penetrates sealant.
 4. Trim pieces lap 2". Apply 3/32" x 3/8" Butyl Tape or Butyl Tube Sealant at trim laps and secure trim joint with 1/4-14 x 7/8" Lap Tek Fasteners at 4" O.C.

WALL PANEL
WALL FASTENER
1/4-14 X 7/8" LAP TEK ZAC
FASTENER (@ MAJOR RIBS)

MULTI-RIB / R-PANEL
ROOF PANEL

#12-14 X 1 1/4" TEK2 ZAC
FASTENER W/ WASHER
(SEE PATTERN #1 ON
PAGE B-1)

HIGH SIDE TIE-IN TRIM

OUTSIDE CLOSURE W/
1" ROLL TAPE SEALANT
(TOP & BOTTOM)

WALL STRUCTURAL
MEMBER

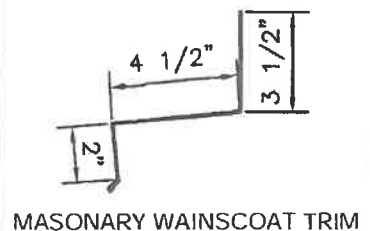
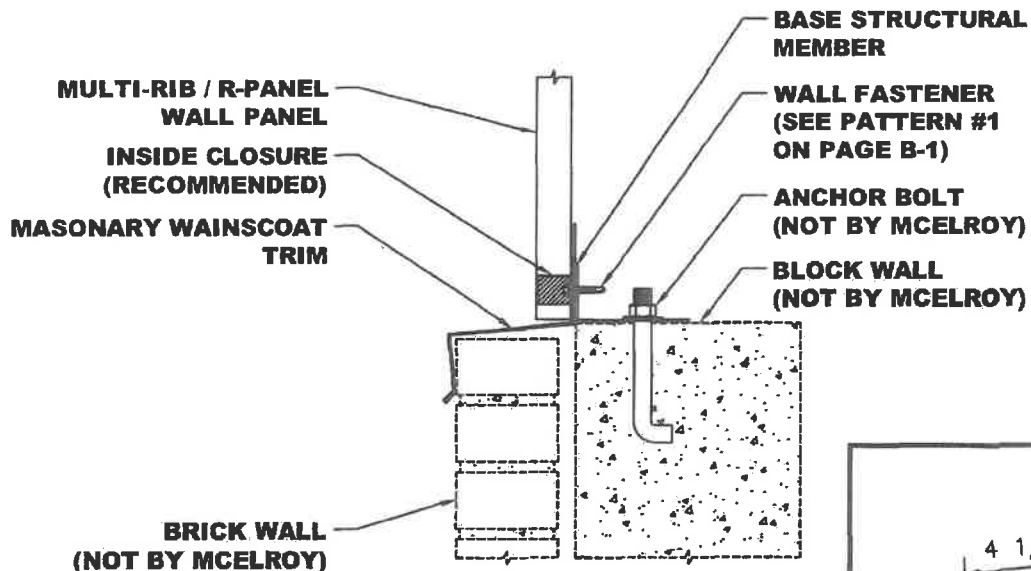
EAVE STRUCTURAL
MEMBER

*NOTE: SOME TRIM ITEMS AND
FASTENERS HAVE BEEN REMOVED
FOR CLARITY OF ISOMETRIC
DETAIL.

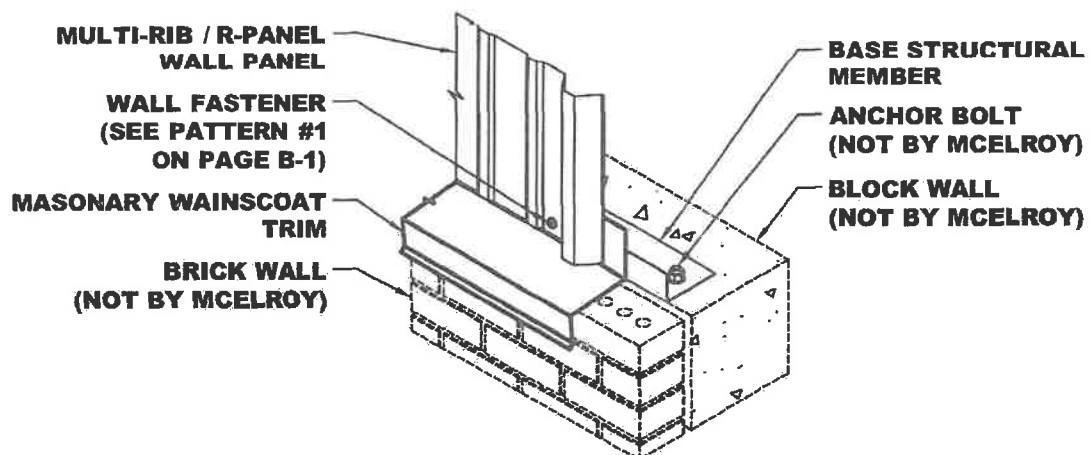


**MULTI-RIB /
R-PANEL**

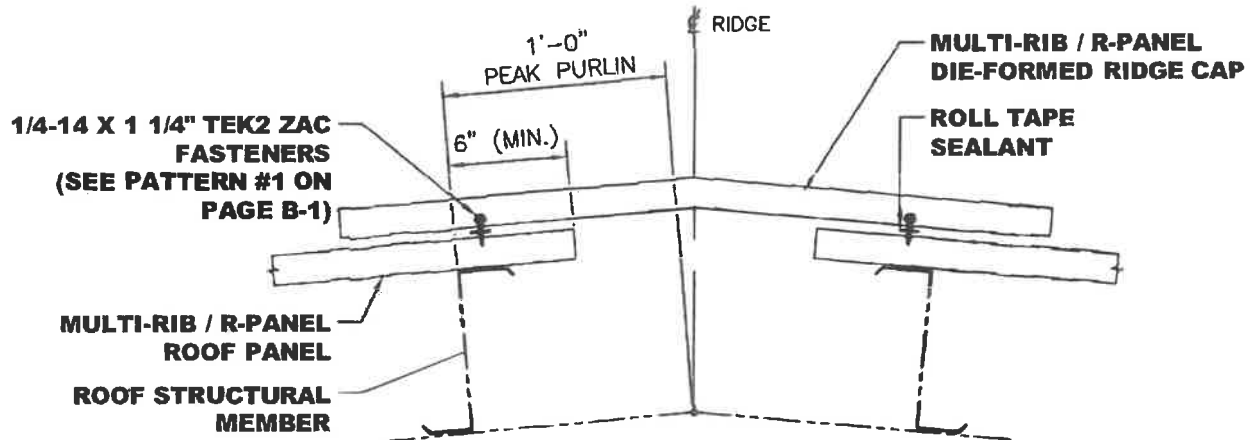
MASONRY WAINSCOAT DETAIL



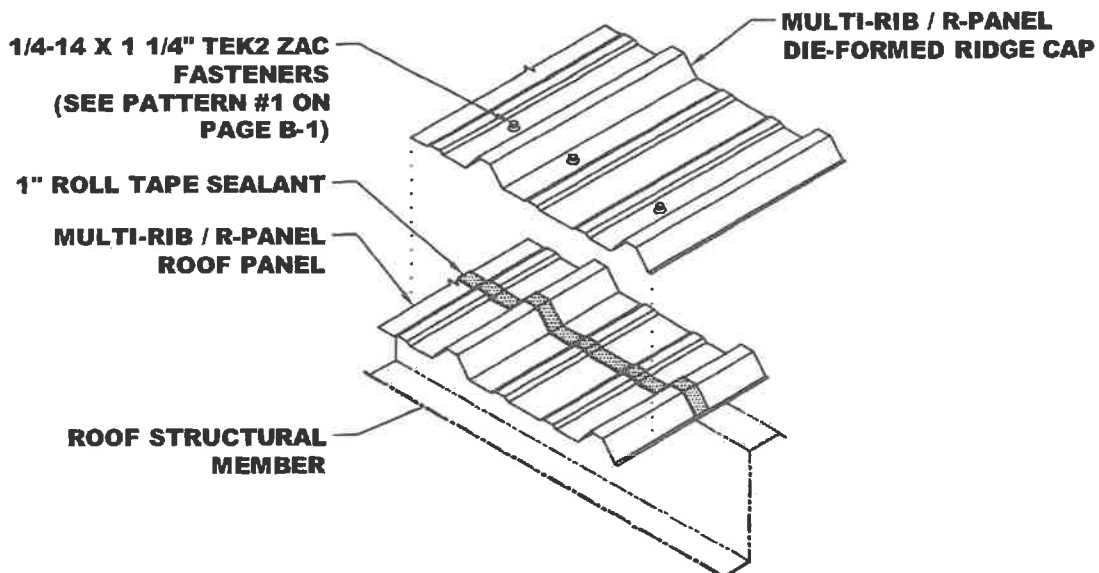
- NOTES:** 1. Attach Masonry Waincoat Trim to Base Structural Member with Temporary Framing Fasteners.
2. Set Inside Closure in place.
3. Attach Multi-Rib / R-Panel Wall Panels with Framing Fasteners. See Fastener Pattern #1 on page B-1.



*NOTE: SOME TRIM ITEMS AND FASTENERS HAVE BEEN REMOVED FOR CLARITY OF ISOMETRIC DETAIL.

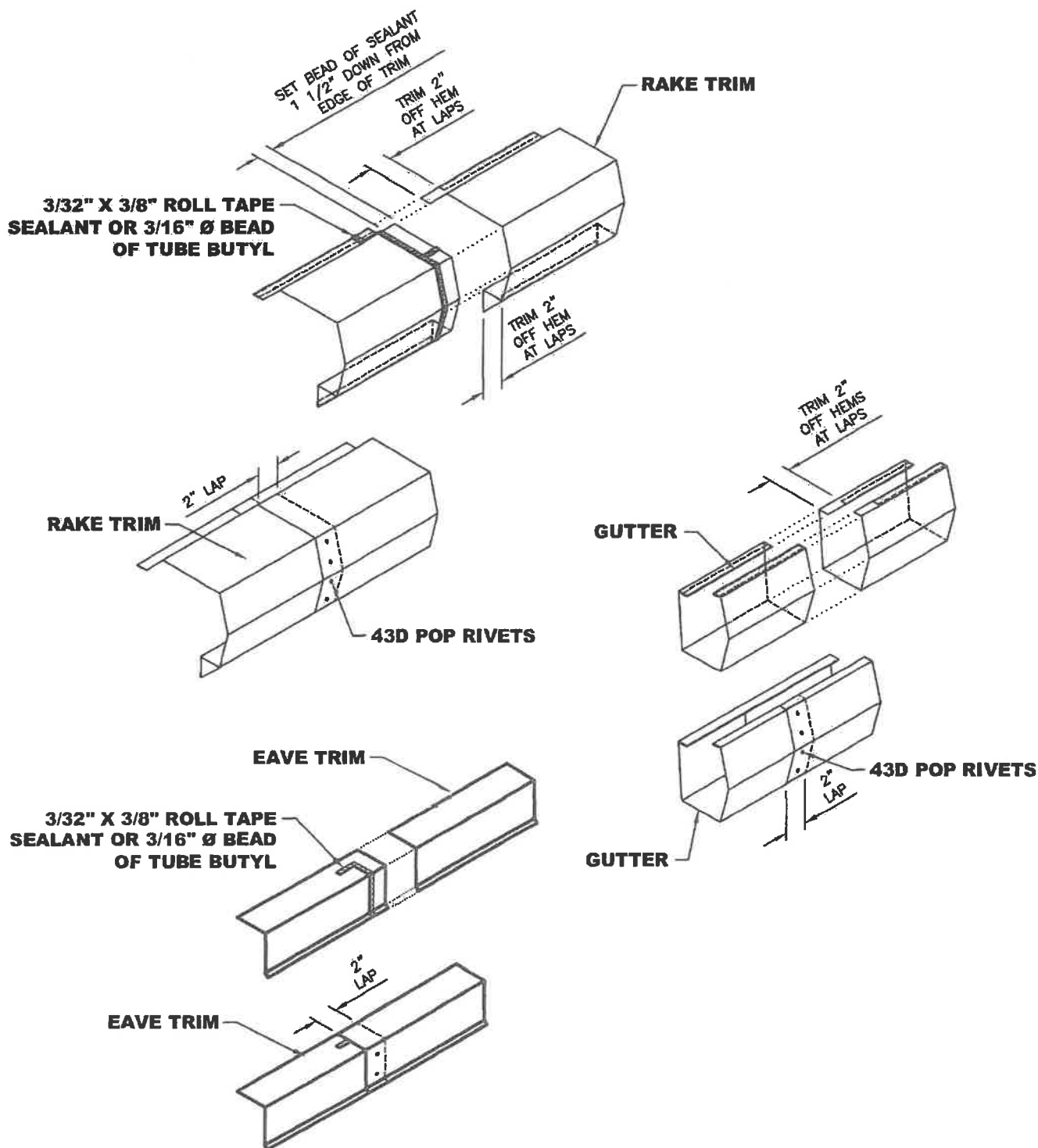


- NOTES:** 1. Install a continuous line of 1" Butyl Tape Sealant along Ridge.
2. Attach Multi-Rib / R-Panel Die-Formed Ridge Cap using 1/4-14 x 1 1/4" Tek2 ZAC Fasteners. See Fastener Pattern #1 on page B-1. (Make sure fasteners penetrate Butyl Tape Sealant.)



*NOTE: SOME TRIM ITEMS AND FASTENERS HAVE BEEN REMOVED FOR CLARITY OF ISOMETRIC DETAIL.

TYPICAL TRIM LAP DETAIL



NOTE: 1. Apply 3/32" x 3/8" Roll Tape Sealant or a 3/16" Ø bead of Tube Butyl 1 1/2" back from the edge of the trim. Also, apply a piece of tape sealant or bead of Tube Butyl as a Pigtail to completely seal joint.
2. Notch the hems on the upper trim piece 2" so that the trim will fit flat in the lap joint.
3. Secure trim laps with Pop Rivets as shown above.



☆ MANUFACTURING LOCATIONS ● SERVICE CENTERS ★ MANUFACTURING AND SERVICE CENTER



CORPORATE OFFICE
1500 HAMILTON RD.
BOSSIER CITY, LA 71111

MANUFACTURING LOCATIONS

ADELANTO, CA	ASHBURN, GA	BOSSIER CITY, LA	CLINTON, IL
HOUSTON, TX	LEWISPORT, KY	MARSHALL, MI	MAUSTON, WI
MERKEL, TX	PEACHTREE CITY, GA	SUNNYVALE, TX	WINCHESTER, VA

MCELROY METAL SERVICE CENTER

5215 Leo St. Alexandria, LA 71301	1007 Wilso Dr, Baltimore, MD 21223	1500 Hamilton Rd. Bossier City, LA 71111	3052 Yarkin Road Chesapeake, VA 23323
9476 Meadowbrook Rd. Clinton, IL 61727	3215 Highway 59 Diamond, MO 64840	390 N. Valley Dell Dr. Fenton, MO 63026	409 Lovejoy Road Ft. Walton Beach, FL 32548
3014 Lincoln Court Garland, TX 75041	1440 Aldine Bender Road Houston, TX 77032	10504 E. 59th Street Indianapolis, IN 46236	9435 US Hwy. 60 W. Lewisport, KY 42351
5123 Terminal Dr. McFarland, WI 53558	514 Cave Road Nashville, TN 37210	8304 Hwy. 70 E. North Little Rock, AR 72117	613 North Bierdeman Rd. Pearl, MS 39208
7450 Tower Street Richland Hills, TX 76118	5300 83rd Street Sacramento, CA 95826	1365 Dean Forest Rd. Savannah, GA 31405	
7355 Oakley Industrial Blvd. Union City, GA 30291	1144 Silstar Rd. West Columbia, SC 29170	325 McGhee Rd. Winchester, VA 22603	

Website: www.mcelroymetal.com • E-mail: info@mcelroymetal.com

S-5![®]

The Right Way!

ColorGard[®] is the only snow retention system to be warranted for the life of the roof! Its unsurpassed holding strength and perfect color-match are guaranteed!

ColorGard[®]



ColorGard[®]

When snow accumulations begin to melt, the result can be catastrophic as the blanket of snow avalanches off the roof, dumping tons of snow onto anything in its path, damaging landscape, gutters, adjacent roofs, vehicles, and causing injury or death to passers-by. ColorGard[®] dramatically reduces the risks associated with rooftop avalanches and maintains the clean colorful appearance of the roof with perfect color and finish matching, which lasts as long as the roof itself! ColorGard is the only snow retention system designed and engineered on a site-specific basis; guaranteed to perform, to not damage the roof or finish, and to exactly match the roof color—for the entire life of the roof[®].

Today's premium Kynar 500[®] and Hylar 5000[®] (PVDF) paint systems used on metal panels are "coil-coated" and oven-cured. This is the only finish application method that can be warranted against color fade for 30 years or longer. Nothing can equal it! So, why settle for less in a snow guard system? While some dyes, powder-coats and air-dried color application methods may initially simulate a perfect match, the color soon begins to fade and becomes increasingly mismatched with a few years of age. By utilizing a strip of the actual roof material, ColorGard perfectly matches the roof—forever!

ColorGard is mechanically attached with patented S-5![®] clamps. S-5! is the trusted name in metal rooftop attachment technology worldwide. S-5! patented, round-point setscrews grip the seam securely without penetration and without damage to the panel's protective finishes. The clamps are precision-machined from aircraft quality, high tensile aluminum—not cast or plastic. All related hardware is non-ferrous stainless steel for lasting performance.

See optional limited ColorGard System Warranty Program information at: www.S-5-ColorGard.com

The right way to attach almost anything to metal roofs!

888-825-3432 | www.S-5.com

S-5![®]

The Right Way!

ColorGard[®] dramatically reduces the risks associated with rooftop avalanches and maintains the clean, colorful appearance of the roof with perfect color and finish matching, which lasts as long as the roof itself! S-5![®] is the only manufacturer of snow retention systems that can be designed and engineered on a site-specific basis.

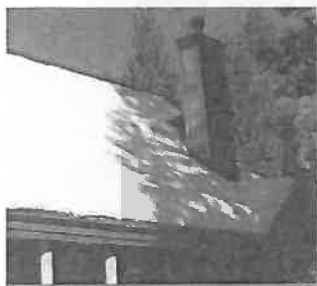
Can ColorGard[®] be Retrofitted to an Existing Roof?



Yes, **ColorGard[®]** can be easily retrofitted to existing roofs, or incorporated into new construction design. Using S-5![®] CorruBrackets[™] or VersaBrackets[™], ColorGard installs perfectly on corrugated and exposed-fastened roofs. ColorGard can be installed any time of year.

Is Design Assistance Available For ColorGard[®]?

Yes! It is critical to design a solution that takes into account the effects of gravity on a snow-covered roof. The tested holding strength of ColorGard must be checked and proven against the actual "in-service" gravity loads of the roof. This important step in application engineering should not be omitted for any snow retention product.



Consult with your distributor or use our online calculator at **www.S-5.com** to help quickly and easily design each job. The calculator will help you "tailor" the ColorGard system on a project-specific basis, allowing for all the variables involved—and even provide a printout of the calculations and a material requirement list.

S-5! also offers its Certified Engineer Stamp Program. To receive the engineer stamp of approval, simply submit your project calculations to our registered engineer for a professional review. Learn more at **www.S-5.com/Calculator**.

How Easy is it to Install?

Once designed, ColorGard is easy to install, requiring tools that are common to the trade. Because S-5! ColorGard uses mechanical attachment rather than adhesives, installation can be done any time of year, with no cleaning, no priming, no cure times, and no callbacks!

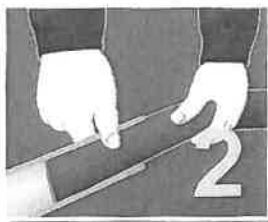
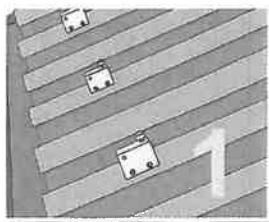
What About Cost?

ColorGard is the best buy on the market! This is the best news of all! ColorGard has greater holding strength, better aesthetics, longer service life, and lower installed cost than any other bar-type system on the market. Pound-for-pound of holding strength, ColorGard is a better buy than individual cleats or glued units.

Why is S-5![®] the Best Choice?

The premium finishes used on today's metal roof products are fluorocarbons—paint resins that are similar in chemical composition to "Teflon," the popular non-stick coating. The benefits of this type of paint are related to its nonstick characteristics. Chemical bonds like tapes, glues and adhesives, therefore, provide only temporary and unreliable solutions. Other mechanical alternatives that involve penetrating the roof or galling the surface result in leakage, corrosion, and voided warranties. Thanks to our patented round-point setscrews, S-5! clamps do not pierce metal paneling, thereby protecting roof coatings and weather-tightness warranties.

Check out our
ColorGard[®] Mobile Calculator



S-5![®] Warning! Please use this product responsibly!

Products are protected by multiple U.S. and foreign patents. Visit the website at **www.S-5.com** for complete information on patents and trademarks. For maximum holding strength, setscrews should be tensioned and re-tensioned as the seam material compresses. Clamp setscrew tension should be verified using a calibrated torque wrench between 160 and 180 inch pounds when used on 22ga steel, and between 130 and 150 inch pounds for all other metals and thinner gauges of steel. Consult the S-5! website at **www.S-5.com** for published data regarding holding strength.

Copyright 2014, Metal Roof Innovations, Ltd. S-5! products are patent protected. S-5! aggressively protects its patents, trademarks, and copyrights. Version 102414.

Distributed by

McELROY METAL, INC.
KYNAR 500® (PVDF)
COATING SYSTEM LIMITED WARRANTY
APPLICABLE PRODUCTS: ALL MCELROY KYNAR 500® (PVDF) COATED PRODUCTS

McElroy Metal, Inc. ("McElroy") warrants to the purchaser of McElroy panels using Galvalume, galvanized G90 or aluminum substrates with standard KYNAR 500® (PVDF) or Hylar 5000® coating systems that when used in exterior applications the coating system will meet the following standards. For warranty terms on special and/or non standard colors, please contact a McElroy representative.

1. For a period of 40 years from the date of shipment, the coating system will not crack, check or peel (lose adhesion).
2. For a period of 30 years from the date of shipment, the coating system will not chalk in excess of numerical rating nine (9) for sidewall applications and numerical rating eight (8) for roof applications when measured in accordance with ASTM D-4214 method A procedures.
3. For a period of 30 years from the date of shipment, the coating system will not change color (fade) more than four (4) ΔE Hunter units for sidewall applications and five (5) ΔE Hunter units for roof applications when tested in accordance with ASTM D-2244 method A procedures. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed surface. It is understood that fading or color changes may not be uniform, if the surfaces are not equally exposed to the sun and elements.

Orange, Casco Orange, Safety Orange and Brite Red are warranted under the same testing methods and limitations as indicated on this warranty, but have special numerical ratings as indicated below:

1. For a period of 20 years from the date of shipment, the coating system will not crack, check or peel (lose adhesion).
2. For a period of 10 years from the date of shipment, the coating system will not chalk in excess of numerical rating eight (8) for sidewall and roof applications.
3. For a period of 10 years from the date of shipment, the coating system will not change color (fade) more than five (5) ΔE Hunter units for sidewall and roof applications.

McElroy Metal also warrants that for a period of fifteen (15) years, panels coated with KYNAR 500® (PVDF) or Hylar 5000®, when installed in vertical or non-vertical applications (min 3:12 slope) will not exhibit accumulation of red rust greater than 1/4" at any one interior point of the panel. This provision shall not apply to any accumulation of red rust which occurs within 1/4" of breaks of discontinuities in the surface, such as panel edges (factory or field cut) or metal penetrations (such as fasteners) at any time after application of pre-treatment and paint systems.

Subject to the conditions, limitations and exclusions set forth below. If any panels fail to comply with the warranty specifications set forth above, McElroy agrees to repair, repaint or replace such panels, at its sole cost and expense. McElroy shall have the sole option of repairing, repainting or replacing the panels and may contract for such work. Any repaired, repainted or replaced panel shall be covered by this limited warranty, but only for the remainder of the period applicable to the panel originally purchased. McElroy's liability under this warranty shall be limited to the cost of labor and materials reasonably necessary to repair, repaint or replace the panels that do not meet the above specifications. All claims filed under this warranty must be presented in writing by the purchaser to McElroy during the warranty period and not more than 30 days after discovery by the purchaser of the problem for which the claim is made. All claims must reference McElroy's invoice number and be either hand delivered or sent by registered or certified mail to McElroy Metal at 1500 Hamilton Road, Bossier City, Louisiana 71111.

THIS WARRANTY SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS, LIMITATIONS AND EXCLUSIONS:

- A. This warranty covers only panels erected in the continental United States, Alaska and Canada, which are exposed to normal weather and atmospheric conditions.
- B. This warranty is for the benefit of the original purchaser only and is not transferable or assignable.
- C. In determining whether the panel meets the specifications set forth above, color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk per ASTM D 2244 method A procedures. McElroy does not warrant that color changes will be uniform.
- D. This warranty is null and void for any material that is subjected to salt spray or installed on property 1,500 feet or fewer from a salt water environment.
- E. This warranty does not apply to defects or failures which arise out of any of the following:
(1) the formation of rust on the panel edges;

(2) acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, radiation, harmful gases, harmful fumes, salt atmosphere or standing water due to failure to provide adequate slope and drainage;

(3) failure to properly insulate panels from copper, lead, and other dissimilar metals, contact with damp insulation, debris, soil, vegetation, animal waste, decaying materials, wet absorptive materials, concrete or other foreign or corrosive materials from contact with or in close proximity to the panel;

(4) use in manner not intended or improper storage or handling, including but not limited to damage from condensation on the panels attributable to improper handling; or

(5) failure of the metal substrate;

(6) minute fracturing which may occur in proper fabrication of the building parts;

(7) if panels are applied without protection over lumber which has been treated with preservatives or fire resistant materials, regardless whether such treatments are present with or without the knowledge of the buyer, the owner or any other party. This exclusion shall include, but is not limited to, lumber which has been treated with pentachlorophenol, chromated copperarsenated salts, creosote, fluochrome arsenate phenol, alkaline copper quaternary, or any similar treatment for fire and rot resistance. Protection of lumber as provided for in the exclusion shall be defined as any barrier that prevents the transfer of moisture and salts between the treated lumber and pre-finished metal panel;

(8) abnormal corrosive atmospheric conditions. This exclusion includes, but is not limited to, contamination from external sources such as manufactured chemicals and salt spray, and internal contamination created by improper ventilation (design or operational defects) or improper housekeeping;

(9) discontinuities in the paint film as a result of damage during installation or use of the building e.g. scratches;

(10) design flaws that would result in moisture (water) or other foreign materials to accumulate resulting in excessive exposure to moisture or foreign material.

F. McElroy shall have no obligations under this warranty unless and until McElroy receives payment in full for the materials furnished.

G. The supplier of the paint coating applied to McElroy panels and the applicator of the paint coating has made certain warranties to McElroy which are same (or substantially similar) to the warranties made by McElroy under this limited warranty. This limited warranty shall be of no further force or effect if such supplier, or its successors or assigns, can no longer perform its obligations under the coating system warranties made to McElroy.

THERE ARE NO OTHER GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION AS STATED HEREIN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE. McELROY METAL SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS DAMAGES TO THE CONTENTS OR FURNISHINGS OF ANY BUILDING) OR ANY LOSS OF ANY KIND WHATSOEVER.

REV. 04/16
MM613

Bowman, Charles A Jr NFG NG WVARNG (USA)

From: Knapp, Samantha S <samantha.s.knapp@wv.gov>
Sent: Thursday, July 15, 2021 3:37 PM
To: Samantha S Knapp
Subject: [Non-DoD Source] A Message to Agency Designated Procurement Officers: Price Escalation Clause Language Available for Use in Solicitations Where Pricing Volatility Expected

All active links contained in this email were disabled. Please verify the identity of the sender, and confirm the authenticity of all links contained within the message prior to copying and pasting the address to a Web browser.

A Message to Agency Designated Procurement Officers: Price Escalation Clause Language Available for Use in Solicitations Where Pricing Volatility Expected

The state of West Virginia and the supply chain have faced many challenges during the COVID-19 pandemic, including but not limited to pricing volatility. Even in pre-pandemic times, pricing volatility was common in certain industries at various times. To address this issue in instances where pricing volatility is expected, agencies may utilize the escalation clause language (shared below) in their solicitations. Please note this language must be requested by the agency procurement officer at the time of requisition submission.

Escalation Clause: In the event of a significant price increase of material or rental equipment planned for use on a public improvement project, that occurs during the time between bid submission and contract award, and that is not the fault of the Vendor, the contract sum, or contract requirements, may be equitably adjusted by change order in accordance with the procedures specified in the relevant procurement law or contract documents. A change in price is considered significant if the price of the material or rental equipment increases by 20% or more between the date of bid submission and the date of contract award. The total amount of all change orders issued to account for price increases under this Escalation Clause may not exceed 10% of the total contract price. Any request for a price increase under this clause must be supported by: price quotes included with the Vendor's bid for the materials or rental equipment for which a change is being sought; invoices showing amounts actually paid for the materials or rental equipment; and any other evidence that supports the increase request. The quotes included in the bid must be the quotes that Vendor actually relied on when submitting its bid and both the quote and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party. The Vendor must also show that the significant price increase would have been incurred if the owner had purchased the material or rental equipment directly from the supplier.

Samantha Knapp, MPA, CPPB, NIGP-CPP

Director of Communication, WV Dept. of Administration

Assistant Director, WV Purchasing Division

(304) 558-7022

samantha.s.knapp@wv.gov < Caution-mailto:samantha.s.knapp@wv.gov >

Lap Seam Metal Roof Pricing Page

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO PROVIDE FOR THE ROOF REPLACEMENT WITH LAP SEAM METAL ROOF SYSTEM:

CIVIL AIR PATROL HEADQUARTERS
112 AIRPORT ROAD CHARLESTON, WV 25311

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

VENDOR COMPANY NAME: LEE REGER BUILDS, INC.

VENDOR ADDRESS: PO BOX 1872

ONE RAILROAD STREET

SHINNSTON, WV 26431

TELEPHONE: 304-592-2083

FAX NUMBER: 304-592-3920

E-MAIL ADDRESS: JKISSELLA@LRBUILDSWV.COM

LINE NUMBER 1: TOTAL BID AMOUNT: COST: ROOF REPLACEMENT WITH LAP SEAM METAL ROOF: at Civil Air Patrol Headquarters In Charleston, WV

(\$ 70,000.⁰⁰ SEVENTY THOUSAND DOLLARS ⁰⁰/₁₀₀)
(Contract bid to be written in words and numbers.)

LINE NUMBER 2: PRICE PER SQUARE FOOT BID AMOUNT: COST: ROOF DECKING REPLACEMENT FOR LAP SEAM METAL ROOF: at Civil Air Patrol Headquarters in Charleston, WV

(\$ 7.⁰⁰ SEVEN DOLLARS)
(Contract bid to be written in words and numbers.)

Failure to use this bid form may result in bid disqualification.

SIGNATURE: 

DATE: 4-5-22

NAME: JOHN KISSELLA

(Please Print)

TITLE: PRESIDENT