



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: 10-17-2022

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 0306 6002 GEO2300000001 1	Procurement Folder:	1105095
Document Name:	Site Prep and Construction of Metal Bldg at WVGS	Reason for Modification:	
Document Description:	Site Prep & Construction of Metal Bldg at WVGS		
Procurement Type:	Central Purchase Order		
Buyer Name:	Toby L Welch		
Telephone:	(304) 558-8802		
Email:	toby.l.welch@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000205730 LEE REGER BUILDS INC One Railroad Street  SHINNSTON WV 26431 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Hanna D Law Requestor Phone: (304) 594-2331 Requestor Email: hlaw@wvgs.wvnet.edu  <b>23</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
GEOLOGICAL & ECONOMIC SURVEY 1 MONT CHATEAU RD  MORGANTOWN WV 26508 US	GEOLOGICAL & ECONOMIC SURVEY 1 MONT CHATEAU RD  MORGANTOWN WV 26508 US

10-26-22 FAX

Total Order Amount: \$190,000.00

Purchasing Division's File Copy

**ENTERED**

PURCHASING DIVISION AUTHORIZATION DATE: <i>Mary Ann 10/26/2022</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John S. Gray</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>Beverly Toler 10-27-22</i> ELECTRONIC SIGNATURE ON FILE
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10/27/2022

**Extended Description:**

One Time Construction Purchase:

Site prep and Metal Building Project at WVGS Complex - Mont Chateau

The Vendor, Lee Reger Builds, Inc agrees to enter with the Agency, the West Virginia Geological and Economic Survey, into a one-time purchase to provide construction services for site preparation and construction of a metal building per the specifications, terms and conditions, bid requirements, Addendum No.01 issued 10/03/2022, Addendum No. 2 issued 10/04/22 and the Vendor's bid dated 10/12/2022, all incorporated herein by reference, and made a part of hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72000000	0.00000		0.000000	190000.00
Service From	Service To	Manufacturer	Model No		

**Commodity Line Description:** Building and Facility Construction and Maintenance Services

**Extended Description:**

Section 1.1 - Lot Prep -\$38,000.00

Section 1.2 -Site Prep -\$38,000.00

Section 1.3-Concrete Slab-\$38,000.00

Section 2.1- Pre-engineered building-\$38,000.00

Section 4 - Materials - \$38,000.00

Grand Total (as per Exhibit A pricing page) \$190,000.00

as per attached

• •	Document Phase	Document Description	Page 3
GEO2300000001	Draft	Site Prep & Construction of Metal Bldg at WVGS	

#### **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of \_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

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

☐ the contract will continue for \_\_\_\_\_ years;

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

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

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in \_\_\_\_\_

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

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

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

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

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

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

☒ **Construction:** This Contract is for construction activity more fully defined in the specifications.

**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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☒ **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.

☒ Valid WV 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 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: \$500,000.00 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.

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**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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**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.

Revised 09/12/2022

**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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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

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

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

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

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

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

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

**2. BONDS:** The following bonds must be submitted:

- a. **BID BOND:** 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 OR VENDOR'S BID WILL BE DISQUALIFIED.**
- b. **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.
- c. **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.
- d. **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid 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 the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

**3. 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.

**3.1. 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.

**4. 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.

**5. 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.

**6. 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.

**7. 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.

**8. 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.

#### **9. DAVIS-BACON AND RELATED ACT WAGE RATES:**

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

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

**10. 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 REGER BUILDS, 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.
GREEN RIVER GROUP, LLC	024807

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.

(Printed Name and Title) JOHN KISSELLA PRESIDENT

(Address) PO BOX 1872 SHINNSTON WV 26431

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

(email address) JKISSELLA@LRBUILDSWV.COM

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

LEE REGER BUILDS INC.

(Company)

(Signature of Authorized Representative)

JOHN KISSELLA PRESIDENT 10-11-2022

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

304-592-2083 304-592-3920

(Phone Number) (Fax Number)

JKISSELLA@LRBUILDSWV.COM

(Email Address)

**REQUEST FOR QUOTATION**  
**Metal Pre-Engineered Building for WV Geological Survey**

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**GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Geologic and Economic Survey to establish a contract for the following:

Site preparation and construction of a 30 ft. by 40 ft. pre-engineered metal building and related site and concrete work as are outlined in the below specifications.

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

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

“Construction Services” means Site preparation and construction of a 30 ft. by 40 ft. pre-engineered metal building and related site and concrete work as are outlined in the below specifications.

2.1 “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. Vendors submitting paper bids should print the commodity line of the solicitation document and manually enter the lump sum amount for the entire job. Lump sum price must include all costs related to the services including shipping and transportation costs.

2.2 “Solicitation” means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.3 “Project Plans” means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, 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.

**REQUEST FOR QUOTATION**  
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- 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. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
- 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.
- X No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.



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

**10. CONDITIONS OF THE WORK**

**10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

**10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

**10.3. Standard Work Hours:** The standard hours of work for this Contract will be as needed by the vendor, including weekends and holidays. The Vendor will have to coordinate the work with the West Virginia Geological & Economic Survey.

**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.** All debris and trash will be removed from project site and disposed of by the vendor.

**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.

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

11.1. Vendor must coordinate with personnel at West Virginia Geological & Economic Survey for a gate key to the property where the buildings are located. Property is located at 1 Mont Chateau Rd. Morgantown, WV 26508.

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

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

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

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

**12. MISCELLANEOUS:**

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

**Contract Manager:** JOHN KISSELLA

**Telephone Number:** 304-592-2083

**FaxNumber:** 304-592-3920

**Email Address:** JKISSELLA@LRBUILDSWV.COM

**REQUEST FOR QUOTATION**  
**Metal Pre-Engineered Building for WV Geological Survey**

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**EXHIBIT B – PROJECT PLANS**

**1. GENERAL REQUIREMENTS FOR SITE PREPARATION AND SLAB CONSTRUCTION:**

**1.1 Mandatory Contract Item Requirements for Lot Preparation:**

Contract Items must meet or exceed the mandatory requirements listed below:

1.1.1 Proposed site shall be cleared and grubbed. Approximately 5.5 feet of cut material shall be removed from upper portion of the site and added to lower portion of the site as fill for parking.

1.1.2 Parking area shall have four inches of gravel overlay on landscape fabric.

**1.2 Mandatory Contract Item Requirements for Site Preparation:**

1.2.1 Site shall be excavated, backfilled, and levelled for concrete slab construction.

1.2.1 A four inch gravel base shall be installed over landscape fabric for the parking area.

1.2.3 Three floor drains shall be installed lengthwise through the center of the Concrete.

1.2.4 Contractor will be responsible for security of the site during construction.

**1.3 Mandatory Contract Item Requirements for Concrete Slab Construction:**

1.3.1 Construct a 30 ft. by 40 ft. concrete slab on grade for the building floor and foundation with #5 rebar reinforcing on 12" center each way, a 6 mil vapor barrier, smooth trowel finish, saw cut control joints and a spray on cure/sealant after finishing.

1.3.2 The perimeter edges of the slab shall be turned down 24 inches and thickened to 12 inches to serve as both a grade beam and foundation for the building. The turndown shall be reinforced with four runs of #5 rebar around the perimeter.

1.3.3 A 14 ft. by 14 ft. concrete apron shall be installed in front of the overhead door. Apron construction shall be as outlined as above. Exterior concrete shall have a broom finish.

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1.3.4 All concrete shall be 4000 psi.

**2. GENERAL REQUIREMENTS FOR METAL PRE-ENGINEERED BUILDING:**

**2.1 Mandatory Contract Item Requirements Metal Pre-Engineered Building:**  
Contract Item must meet or exceed the mandatory requirements listed below:

- 2.1.1 Contractor shall furnish and install a 30 ft. wide x 40 ft. long x 12 ft. eave height pre-engineered metal building.
- 2.1.2 Building shall have a 2:12 roof pitch, a 30 pound ground snow load, 115 mile-per-hour wind load, and a 5 pound uniform collateral load.
- 2.1.3 The building structure shall consist of steel frames on 20 foot centers. The frames, as well as wall girts, roof purlins, bracing and all other secondary structural components shall be shop painted with one coat of red-oxide primer. The primer is not intended as the finish coat.
- 2.1.4 The roof and walls of the building shall be 26 gauge galvalume panels with exposed hex-head fasteners. Panels shall be furnished pre-finished in standard color to be selected by the owner. All trim shall be of the same material.
- 2.1.5 Pre-finished gutters with downspouts terminating at grade are to be included.
- 2.1.6 Roof and walls shall be insulated with 2.75" R-8 fiberglass or equivalent. Insulation shall be laminated with a white reinforced vinyl facing with a class "A" fire rating.
- 2.1.7 One 3 foot by 7 foot pre-finished, steel, flush, insulated entry door with panic hardware and closure will be installed in the owner's location of choice.
- 2.1.8 One 10 ft. wide by 10 ft. high, pre-finished, steel, sectional overhead door with torsion-spring lift and vinyl weather seals. Door shall have a 120v ½ HP electric operation with a three button station: open, close, stop; constant pressure required for safety.

**3. Miscellaneous Information**

Revised 9/15/21

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**3.1** All work must be coordinated with WV Geological & Economic Survey Personnel. At least one week advance notice must be given before starting work.

**3.2** Vendor shall furnish all materials, labor, supervision, tools, PPE, and equipment necessary to complete all work as indicated by these specifications. The intent is that the completed work consists of new components which meets the listed specifications and subject to approval and acceptance by the Agency. Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.

**3.3** Vendor shall ensure that all work performed under this contract only be performed by individuals who have provided valid WV Contractor's License documentation to the Agency.

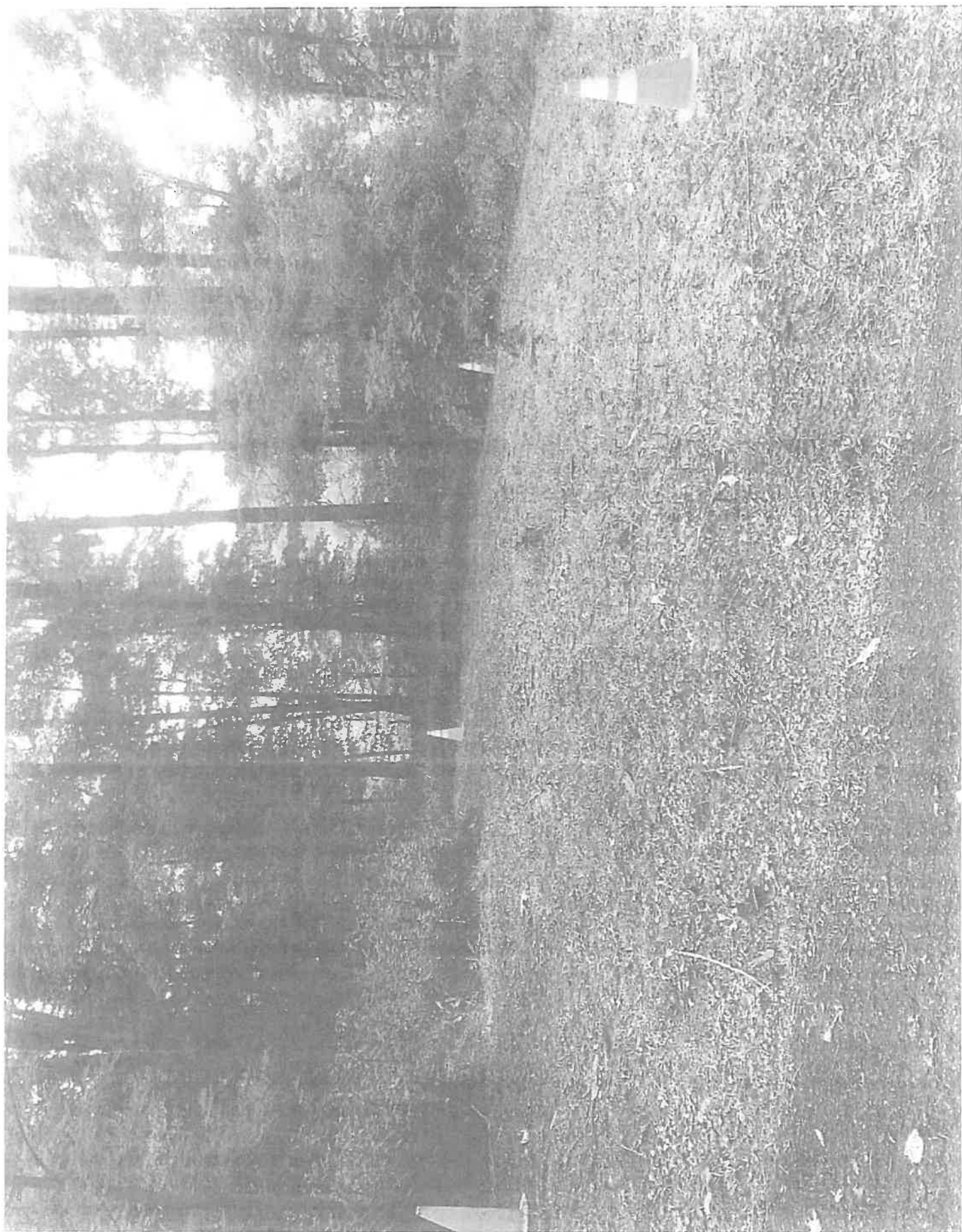
**3.4** Vendor shall be required to keep the work area clean on a daily basis and remove associated debris from the site on a regular basis (minimum of twice weekly). Vendor will furnish dumpsters for refuse and related rubbish while performing the work contained herein.

**4. Materials**

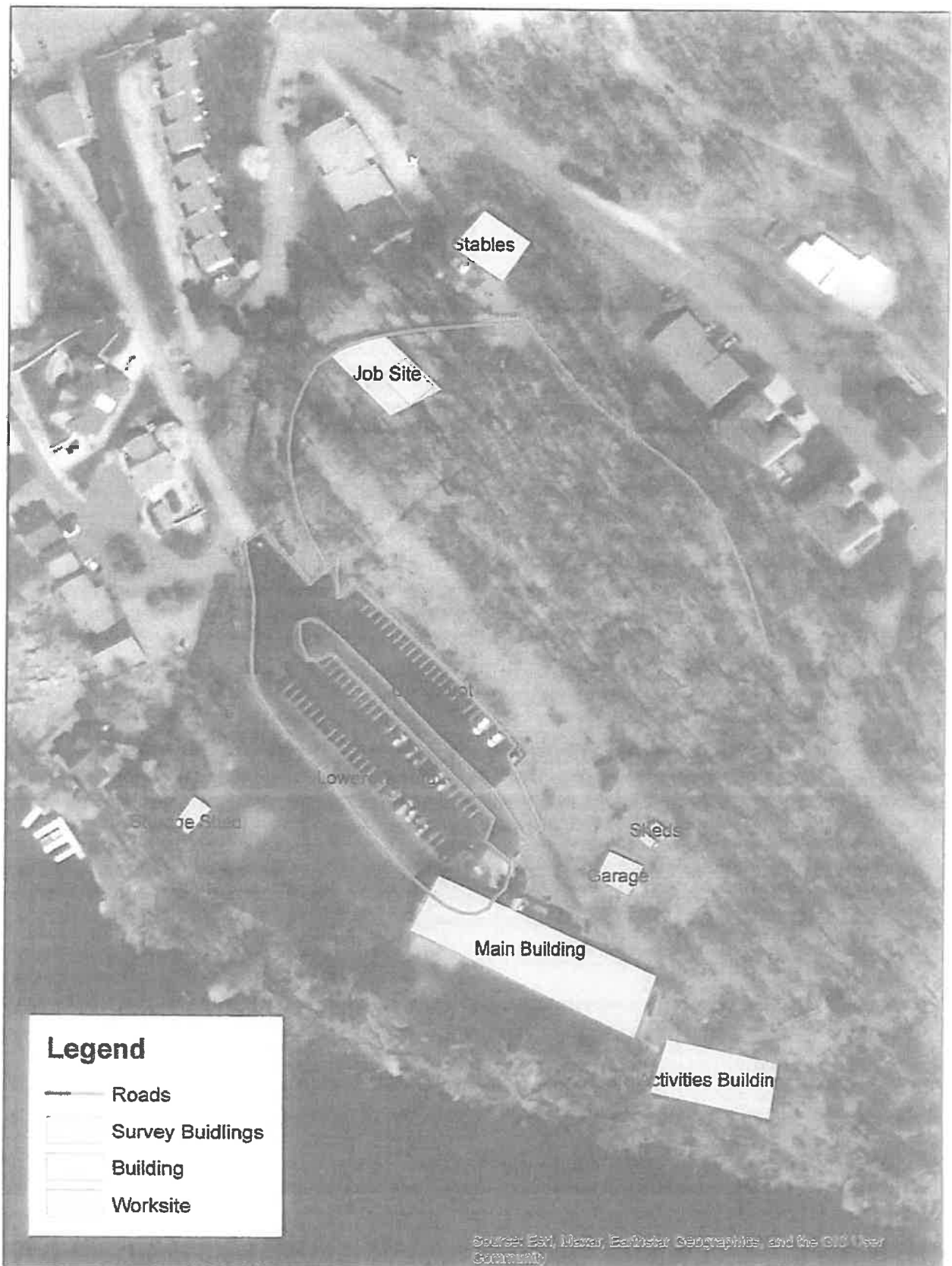
**4.1** Vendor shall furnish all materials, labor, supervision, tools, PPE, and equipment necessary to complete all work as indicated by these specifications. The intent is that the completed work consists of new components which meets the listed specifications and subject to approval and acceptance by the Agency. Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.

Site pictures #1 and #2

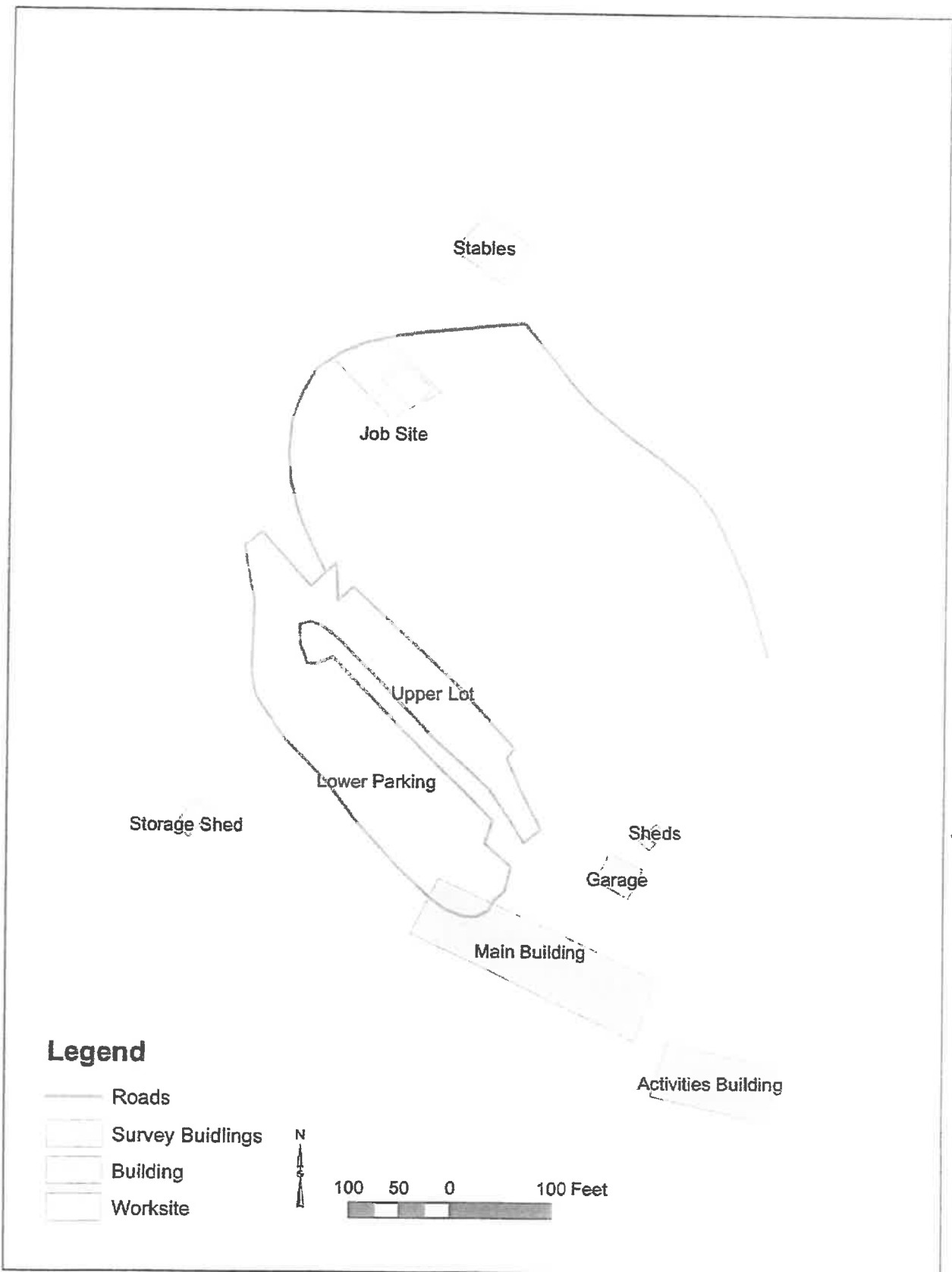




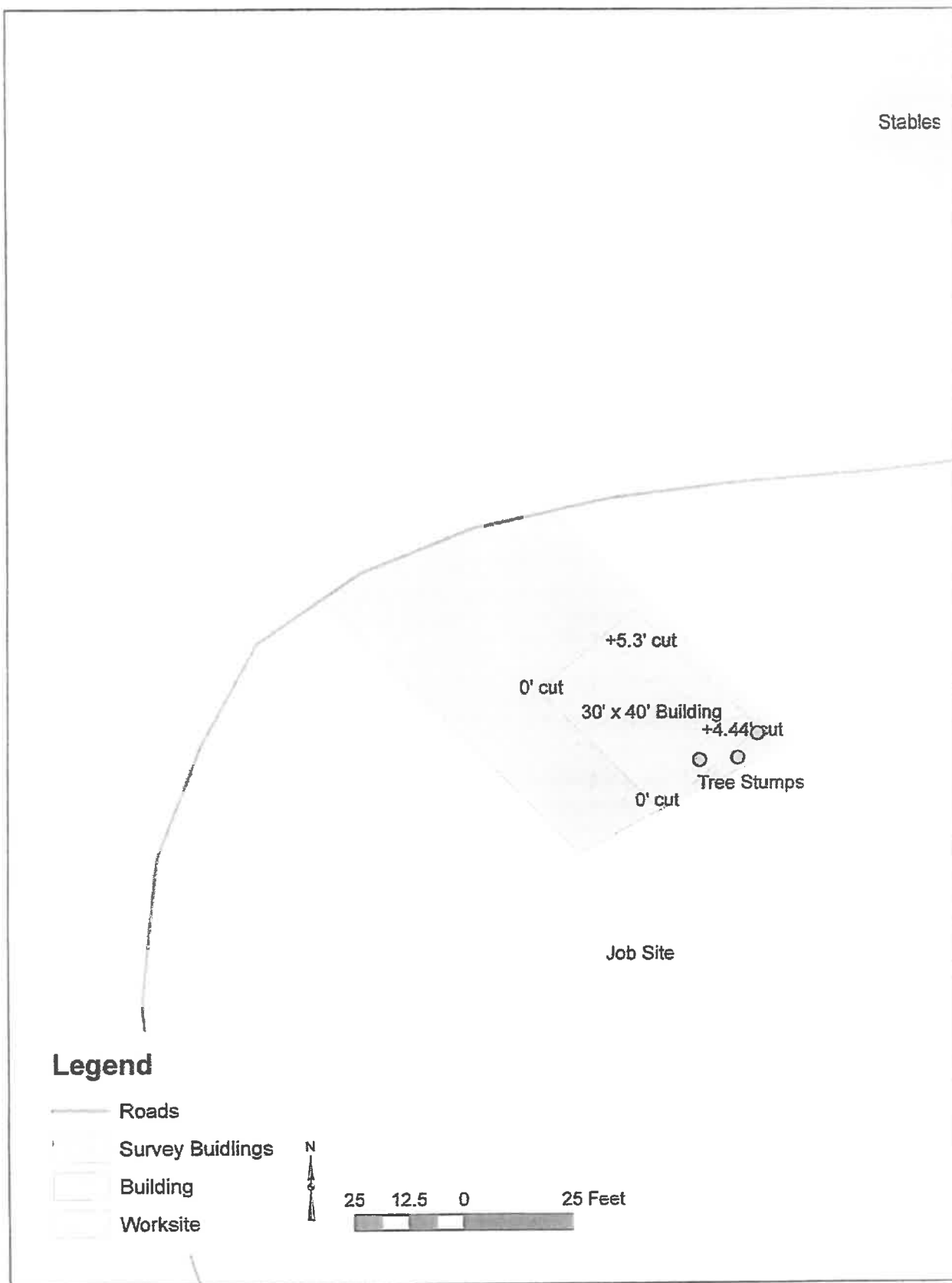
West Virginia Geologic and Economic Survey

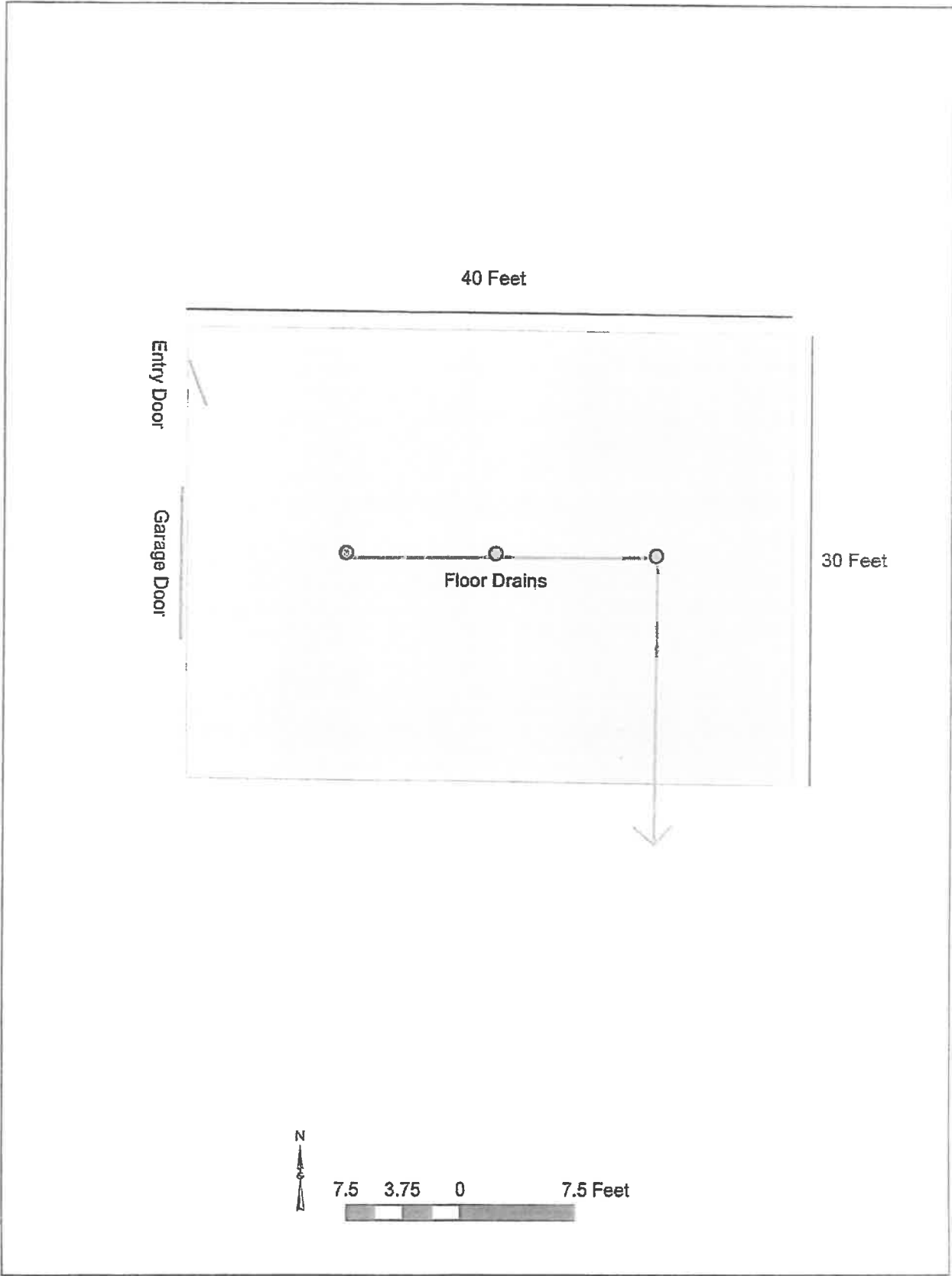






West Virginia Geologic and Economic Survey







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  
Building Supply

Proc Folder: 1105095

Doc Description: Addendum No.1 Site Prep & Construction of Metal Bldg at WVGS

Reason for Modification:

Addendum No 1 is issued to  
modify the bid opening date and  
publish a copy of the pre-bid  
sheet.

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2022-10-03	2022-10-12 13:30	CRFQ 0306 GEO2300000001	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

Toby L Welch  
(304) 558-8802  
toby.l.welch@wv.gov

Vendor  
Signature X

FEIN#

DATE

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

**ADDITIONAL INFORMATION**

Addendum No 1 is issued for the following reasons:

1) To Modify the Bid Opening date from 10/04/2022 to 10/12/2022.

2) To publish the mandatory prebid sign-in sheet.

---no other changes---

**\*\*A vendor submitting a bid electronically must include a copy of the bid bond with their submission and will be required to submit the original bond within two (2) business days of bid opening date\*\***

INVOICE TO				SHIP TO			
GEOLOGICAL & ECONOMIC SURVEY				GEOLOGICAL & ECONOMIC SURVEY			
1 MONT CHATEAU RD				1 MONT CHATEAU RD			
MORGANTOWN		WV		MORGANTOWN		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building and Facility Construction and Maintenance Services				

Comm Code	Manufacturer	Specification	Model #
72000000			

**Extended Description:**

Metal building project:

\*Vendor must fill out Exhibit A Pricing Page in its entirety and submit with their bid. Vendor should enter their Grand Total in the contract Amount section on wvOASIS Commodity Line.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory pre-bid meeting. Vendors must sign in	2022-09-21
2	Questions are due by 4:00 p.m.	2022-09-27

# Pre-Bid Sign-In Sheet

**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.

Solicitation Number: CRFB 0306 GFO 23 00000001

Date of Pre-Bid Meeting: 9/21/2022

Location of Prebid Meeting: WV Geological and Environmental Survey  
2 Mon + Chateau Rd.  
Morgantown, WV 26508

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Laurita, Inc.	Dylan Bowers	3748 Dents Run Blvd Morgantown WV 26501	304-296-7531	304-292-4606	dbowers@laurita.com
Bear Contracting	Eric Sprouse	1 Columbia Blvd Clarksburg, WV 26301	304-326-0160	304-326-0854	estimating@bear-contracting.com
Blue Gold Development	Stephen Toth	551 Panther Creek Run Road Riversville, WV 26558	304-244-9030	N/A	info@bluegolddevelopment.com
CDC, LLC	Chris Dozier	P.O. Box 36 Glen Fleen's, WV 26590	304-553-1553	N/A	cdozier33@yahoo.com
Reclaim Company LLC	Sandeep Murthy	200, 8th Street Fairmont, WV 26554	304-366-7070	304-816-0174 304-366-8184	Sandeep@reclaimco.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.

p. 2

## Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ 13216 GEQ2300000001

Date of Pre-Bid Meeting: 4/21/22

Location of Prebid Meeting: WV Geological and Environmental

Survey  
1 Mont Chateau Rd.  
Morgantown, WV 26508

**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.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
LEE REGER BUILDS, INC.	JOHN KISSELLA	PO BOX 1872 ONE RAILROAD ST SHINNSTON, WV 26431	304 592 2083	304 592 3920	JKISSELLA@ LRBUILDSWV. COM
Green River Group	Steve Calvert	714 Venture Dr #180 Morgantown, WV 26508	304.288-1817	304.544-3992	SCalvert@green rivergroupLLC.com

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



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

State of West Virginia  
Centralized Request for Quote  
Building Supply

Proc Folder: 1105095

Doc Description: Addendum No.2 Site Prep & Construction of Metal Bldg at WVGS

Reason for Modification:

Addendum No 2 is issued to  
modify specifications; publish  
questions and answers; publish a  
copy of E..... See Page 2 for  
complete info

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2022-10-04	2022-10-12 13:30	CRFQ 0306 GEO2300000001	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000205730

Vendor Name: LEE REGER BUILDS, INC.

Address: PO BOX 1872

Street: ONE RAILROAD STREET

City: SHINNISTON

State: WEST VIRGINIA Country: USA Zip: 26431

Principal Contact: JOHN KISSELLA

Vendor Contact Phone: 304-592-2003 Extension: NONE

FOR INFORMATION CONTACT THE BUYER

Toby L Welch  
(304) 558-8802  
toby.l.welch@wv.gov

Vendor  
Signature X

FEIN# 55-0666753

DATE 10-11-2022

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



**Reason for Modification:**

Addendum No 2 is issued to modify specifications; publish questions and answers; publish a copy of Exhibit A pricing sheet

**ADDITIONAL INFORMATION**

Addendum No.2 is issued for the following reasons:

- 1) Attach updated and final version of Exhibit A pricing page
- 2) Modify/ revise specifications; specification 1.1 and 1.2 ( Lot Prep and Site Prep) in order to more clearly distinguish those phases of the project
- 3) To publish a copy of the vendor questions with their responses.

--no other changes--

**\*\*A vendor submitting a bid electronically must include a copy of the bid bond with their submission and will be required to submit the original bond within two (2) business days of bid opening date\*\***

INVOICE TO				SHIP TO			
GEOLOGICAL & ECONOMIC SURVEY 1 MONT CHATEAU RD				GEOLOGICAL & ECONOMIC SURVEY 1 MONT CHATEAU RD			
MORGANTOWN		WV		MORGANTOWN		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building and Facility Construction and Maintenance Services				

Comm Code	Manufacturer	Specification	Model #
72000000			

**Extended Description:**

Metal building project:

\*Vendor must fill out Exhibit A Pricing Page in its entirety and submit with their bid. Vendor should enter their Grand Total in the contract Amount section on wvOASIS Commodity Line.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory pre-bid meeting. Vendors must sign in	2022-09-21
2	Questions are due by 4:00 p.m.	2022-09-27

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ GEO23\*001**

**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 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

John Kiehl  
Authorized Signature

10-11-2022  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

**CRFQ GEO2300000001**  
**SITE PREP AND CONSTRUCTION OF METAL BLDG AT WVGS**  
**Vendor Questions**

1. What is the budget for this job?

***The budget for this project will not be disclosed to ensure market rate bids and fair competition***

2. Is the project in city limits?

***The project is not in city limits***

3. If the low bidder will be determined by the lowest lump-sum price why is there a price breakdown on the pricing page?

***The winning bid will be the lowest Grand Total price that meets specifications. After further discussiwe have determined that the breakdown on the pricing page is necessary for us to determine budgetary allowances for the different stages of the project.***

4. How many trees are to be cut down?

***Four.***

**CRFQ GEO2300000001**  
**SITE PREP AND CONSTRUCTION OF METAL BLDG AT WVGS**  
**Vendor Questions**

5. What do you want the contractor to do with the trees (stumps, logs & tree tops) after they are cut down?

***Removal***

6. Will the existing power line and pole be removed by the owner?

***We will have the line dropped, pole shall be removed by contactors if needed.***

7. How many square feet is the parking area that receives stone?

***20 feet deep, 35 feet wide. Totalling 700 Sq. Ft.***

8. Specify what kind and size of stone is to be used?

***#4 (2 in to 4 in) base with #57 gravel on top***

**CRFQ GEO2300000001**

**SITE PREP AND CONSTRUCTION OF METAL BLDG AT WVGs**

**Vendor Questions**

9. How thick is the concrete floor and apron?

***8 inches***

10. What kind of floor drains are to be used?

***FD-PV3 3 inch x 4 inch adjustable steel floor drains***

11. What kind of piping is to be used for the floor drains?

***4 inch PVC schedule 80***

12. What is the contractors responsibility for the floor drain piping beyond the footprint of the building?

***Yes, only as far as is required to exit the graded area with the proper slope***

13. Is there any stormwater piping required to catch downspout water?

***No***

**CRFQ GEO2300000001**  
**SITE PREP AND CONSTRUCTION OF METAL BLDG AT WVGS**  
**Vendor Questions**

14. Do you really want gutter on this building?

*No*

15. Is the overhead door insulated?

*No*

16. Do you want remote controls for the overhead door?

*No*

17. Is there any compaction testing required?

*No*

18. Is there any concrete testing required?

*No*

**REQUEST FOR QUOTATION**  
**Metal Pre-Engineered Building for WV Geological Survey**

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**GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Geologic and Economic Survey to establish a contract for the following:

Site preparation and construction of a 30 ft. by 40 ft. pre-engineered metal building and related site and concrete work as are outlined in the below specifications.

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

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

**“Construction Services”** means Site preparation and construction of a 30 ft. by 40 ft. pre-engineered metal building and related site and concrete work as are outlined in the below specifications.

**2.1 “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. Vendors submitting paper bids should print the commodity line of the solicitation document and manually enter the lump sum amount for the entire job. Lump sum price must include all costs related to the services including shipping and transportation costs.

**2.2 “Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

**2.3 “Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, 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.

**REQUEST FOR QUOTATION**  
**Metal Pre-Engineered Building for WV Geological Survey**

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- 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. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
- 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.

**X No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.



REQUEST FOR QUOTATION  
Metal Pre-Engineered Building for WV Geological Survey

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

**10. CONDITIONS OF THE WORK**

**10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

**10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

**10.3. Standard Work Hours:** The standard hours of work for this Contract will be as needed by the vendor, including weekends and holidays. The Vendor will have to coordinate the work with the West Virginia Geological & Economic Survey.

**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.** All debris and trash will be removed from project site and disposed of by the vendor.

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

**REQUEST FOR QUOTATION**  
**Metal Pre-Engineered Building for WV Geological Survey**

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

**11.1.** Vendor must coordinate with personnel at West Virginia Geological & Economic Survey for a gate key to the property where the buildings are located. Property is located at 1 Mont Chateau Rd. Morgantown, WV 26508.

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

**11.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing key.

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

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

**12. MISCELLANEOUS:**

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

**Contract Manager:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**FaxNumber:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**REQUEST FOR QUOTATION**  
**Metal Pre-Engineered Building for WV Geological Survey**

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**EXHIBIT B – PROJECT PLANS**

**1. GENERAL REQUIREMENTS FOR SITE PREPARATION AND SLAB CONSTRUCTION:**

**1.1 Mandatory Contract Item Requirements for Lot Preparation:**

Contract Items must meet or exceed the mandatory requirements listed below:

1.1.1 Proposed site shall be cleared and grubbed. Approximately 5.5 feet of cut material shall be excavated from upper portion of the lot and added to lower portion of the lot as fill for parking.

1.1.2 Parking area shall have four inches of gravel overlay on landscape fabric.

**1.2 Mandatory Contract Item Requirements for Site Preparation:**

1.2.1 Site shall be levelled for concrete slab construction.

1.2.2 Three floor drains shall be installed lengthwise through the center of the concrete.

1.2.2 Contractor will be responsible for security of the site during construction.

**1.3 Mandatory Contract Item Requirements for Concrete Slab Construction:**

1.3.1 Construct a 30 ft. by 40 ft. concrete slab on grade for the building floor and foundation with #5 rebar reinforcing on 12" center each way, a 6 mil vapor barrier, smooth trowel finish, saw cut control joints and a spray on cure/sealant after finishing.

1.3.2 The perimeter edges of the slab shall be turned down 24 inches and thickened to 12 inches to serve as both a grade beam and foundation for the building. The turndown shall be reinforced with four runs of #5 rebar around the perimeter.

1.3.3 A 14 ft. by 14 ft. concrete apron shall be installed in front of the overhead door. Apron construction shall be as outlined as above. Exterior concrete shall have a broom finish.

1.3.4 All concrete shall be 4000 psi.

**REQUEST FOR QUOTATION**  
**Metal Pre-Engineered Building for WV Geological Survey**

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**2. GENERAL REQUIREMENTS FOR METAL PRE-ENGINEERED BUILDING:**

**2.1 Mandatory Contract Item Requirements Metal Pre-Engineered Building:**  
Contract Item must meet or exceed the mandatory requirements listed below:

- 2.1.1** Contractor shall furnish and install a 30 ft. wide x 40 ft. long x 12 ft. eave height pre-engineered metal building.
- 2.1.2** Building shall have a 2:12 roof pitch, a 30 pound ground snow load, 115 mile-per-hour wind load, and a 5 pound uniform collateral load.
- 2.1.3** The building structure shall consist of steel frames on 20 foot centers. The frames, as well as wall girts, roof purlins, bracing and all other secondary structural components shall be shop painted with one coat of red-oxide primer. The primer is not intended as the finish coat.
- 2.1.4** The roof and walls of the building shall be 26 gauge galvalume panels with exposed hex-head fasteners. Panels shall be furnished pre-finished in standard color to be selected by the owner. All trim shall be of the same material.
- 2.1.5** Pre-finished gutters with downspouts terminating at grade are to be included.
- 2.1.6** Roof and walls shall be insulated with 2.75" R-8 fiberglass or equivalent. Insulation shall be laminated with a white reinforced vinyl facing with a class "A" fire rating.
- 2.1.7** One 3 foot by 7 foot pre-finished, steel, flush, insulated entry door with panic hardware and closure will be installed in the owner's location of choice.
- 2.1.8** One 10 ft. wide by 10 ft. high, pre-finished, steel, sectional overhead door with torsion-spring lift and vinyl weather seals. Door shall have a 120v ½ HP electric operation with a three button station: open, close, stop; constant pressure required for safety.

**3. Miscellaneous Information**

- 3.1** All work must be coordinated with WV Geological & Economic Survey Personnel. At least one week advance notice must be given before starting work.

**REQUEST FOR QUOTATION**  
**Metal Pre-Engineered Building for WV Geological Survey**

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**3.2** Vendor shall furnish all materials, labor, supervision, tools, PPE, and equipment necessary to complete all work as indicated by these specifications. The intent is that the completed work consists of new components which meets the listed specifications and subject to approval and acceptance by the Agency. Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.

**3.3** Vendor shall ensure that all work performed under this contract only be performed by individuals who have provided valid WV Contractor's License documentation to the Agency.

**3.4** Vendor shall be required to keep the work area clean on a daily basis and remove associated debris from the site on a regular basis (minimum of twice weekly). Vendor will furnish dumpsters for refuse and related rubbish while performing the work contained herein.

**4. Materials**

**4.1** Vendor shall furnish all materials, labor, supervision, tools, PPE, and equipment necessary to complete all work as indicated by these specifications. The intent is that the completed work consists of new components which meets the listed specifications and subject to approval and acceptance by the Agency. Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.

REQUEST FOR QUOTATION  
Metal Pre-Engineered Building for WV Geological Survey

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**EXHIBIT A – Pricing Page**

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

**BIDDERS COMPANY**

**NAME: ADDRESS:**

**TELEPHONE #:**

**EMAIL ADDRESS:**

**Section 1.1 Lot Prep** \$ \_\_\_\_\_

**Section 1.2 Site Prep** \$ \_\_\_\_\_

**Section 1.3 Concrete Slab** \$ \_\_\_\_\_

**Section 2.1 Pre-engineered building** \$ \_\_\_\_\_

**Section 4 Materials** \$ \_\_\_\_\_

**Grand Total** \$ \_\_\_\_\_

REQUEST FOR QUOTATION  
Metal Pre-Engineered Building for WV Geological Survey

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EXHIBIT A - Pricing Page

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

**BIDDERS COMPANY** LEE REGER BUILDS, INC.  
**NAME: ADDRESS:** PO BOX 1872  
**TELEPHONE #:** SHINNSTON, WV 26431  
**EMAIL ADDRESS:** 304-592-2083  
JKISSELLA@LRBUILDSWV.COM

Section 1.1 Lot Prep	<u>\$ 38000.00</u>
Section 1.2 Site Prep	<u>\$ 38000.00</u>
Section 1.3 Concrete Slab	<u>\$ 38000.00</u>
Section 2.1 Pre-engineered building	<u>\$ 38000.00</u>
Section 4 Materials	<u>\$ 38000.00</u>

**Grand Total** \$ 190000.00

ONE HUNDRED NINETY THOUSAND DOLLARS.