

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: 05-21-2025

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

Order Number:	CPO 0211 4070 GSD2500000016 1	Change Order No:	Procurement Folder:	1663924
Document Name:	2025 Paving Project		Reason for Modification:	
Document Description:	Parking Lots 11a, 16, 17, & 25 Paving			
Procurement Type:	Central Purchase Order			
Buyer Name:	Tara Lyle			
Telephone:	(304) 558-2544			
Email:	tara.i.lyle@wv.gov		*	
Shipping Method:	Best Way		Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid		Effective End Date:	

		VENDOR				DEPARTMENT CONTACT
Vend BPI IN PO B		00000020669	91		Requestor Name: Requestor Phone:	Timothy M Lee 304-352-5492
Winfie US Vend e		999-999-9999	WV Extensi	25213 on:	Requestor Email:	timothy.m.lee@wv.gov
	Discount Allowed	Discount Per	centage	Discount Days		
#1	No	0.0000		0		
#2	Not Entered				=	
#3	Not Entered					
#4	Not Entered				-	

INVOI	СЕ ТО	100	SHIP TO
GENERAL SERVICES DIVISION DEPARTMENT OF ADMINISTRATION		DEPARTMENT OF ADMINISTRA	ATION
112 CALIFORNIA AVENUE		GENERAL SERVICES DIVISION	N BLDG 86
BLDG 4, 6TH FLOOR		1124 SMITH ST	
CHARLESTON	WV 25305	CHARLESTON	WV 25301
us		US	

CR 5-22-25
Purchasing Division's File Copy

Total Order Amount: \$495,000.00

PURCHASING DIVISION AUTHORIZATION

DATE:

ELECTRONIC SIGNATURE ON FILE

ATTORNEY SENERAL APPROVAL AS TO FORM

DATE:
ELECTIONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE:

FI ECTRONIC SIGNATURE ON EU E 5 -23

Page: 1 FORM ID: WV-PRC-CPO-002 2020/05

Extended Description:

CENTRAL PURCHASE ORDER CONSTRUCTION

The Vendor, BPI, Inc., agrees to this construction contract with the WV Department of Administration, General Services Division ("Agency" and "Owner") for the parking lot repairs, asphalt paving and re-paving, jersey barriers and bollard installation, pavement markings on parking lots 11A, 16, 17 located at the WV State Capitol in Charleston, WV, per the attached bid requirements, specifications and specification Exhibits A, B, E, F, G, H, I, K and L are attached, Exhibits C, D, and J are not attached to the purchase order but remain a part of the contract and are incorporated herein by reference, the terms and conditions, Addendum No. 1 issued 04/22/2025, Addendum No. 2 issued 04/29/2025 and Addendum No. 3 issued 05/01/2025 and the Vendor's submitted bid dated 05/07/2025 incorporated herein by reference and made a part hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72141100	0.00000		0.000000	495000.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description:

Infrastructure building and surfacing and paving services

Extended Description:

See Exhibit A Pricing Page.

Order Number: CPO 0211 4070 GSD2500000016 1 Page: 2 FORM ID: WV-PRC-CPO-002 2020/05 Date Printed: May 21, 2025

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 withindays.

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
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.
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.

insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section. Vendor must maintain: Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence. Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence. Professional/Malpractice/Errors and Omission Insurance in at least an amount of: per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy. Commercial Crime and Third Party Fidelity Insurance in an amount of: per occurrence. Cyber Liability Insurance in an amount of: _______ per occurrence. Builders Risk Insurance in an amount equal to 100% of the amount of the Contract. Pollution Insurance in an amount of: ______ per occurrence. Aircraft Liability in an amount of: ______ per occurrence. ☑ Certificate of Insurance must indicate Additional Insured. ✓ Certificate Holder should indicate: General Services Division 1900Kanawha Blvd. E Chareston, WV 25305 П

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

- **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 a	amount specified below or as described in the	ne specifications:
Π	for	*
Liquidated Damag	ges Contained in the Specifications.	
☑ Liquidated Damag	ges 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 www.state.wv.us/admin/purchase/privacy.

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

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

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

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

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

- 33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 34. VENDOR 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.
- **40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.
- **41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
 - c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a 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:
 - 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.
 - 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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
 - ☑ 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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
 - 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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

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.

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- 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) Postaccident; 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.

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- **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.

(1) The term "construction project" means any construction, reconstendargement, painting, decorating or repair of any public improvemequal to or greater than \$500,000. The term "construction project" demergency repairs;
(2) The term "employee" means any person hired or permitted to pe by a person, firm or corporation in the construction industry; The terminclude:(i) Bona fide employees of a public authority or individuals or emergency repairs;(ii) Bona fide independent contractors; or(iii) necessary to assure efficient execution of the employee's work;
(3) The term "employer" means any person, firm or corporation emponent and includes all contractors and subcont
(4) The term "local labor market" means every county in West Virginia if any portion of that county is within fifty miles of the
(5) The term "public improvement" includes the construction of all bridges, streets, alleys, sewers, ditches, sewage disposal plants, watestructures that may be let to contract by a public authority, excluding whole or in part, by federal funds.
9. DAVIS-BACON AND RELATED ACT WAGE RATES:
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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: BPI, 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.	
West Virginia Paving, Inc.	WV020470	
	disample American Company (American Company)	
7t - 11		
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Attach additional pages if necessary

Revised 8/24/2023

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) Christian Wells - President
(Address) PO Box 7, Winfield, WV 25213
(Phone Number) / (Fax Number) (304)760-8909 ext. 4
(email address) owells@bpi-gc.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.

BPI, Inc.	
(Company)	
acet_	
(Signature of Authorized Representative)	
J. Christian Wells - President - 10/16/2024	
(Printed Name and Title of Authorized Representative) (Date)	
(304)760-8909 ext. 4	
(Phone Number) (Fax Number)	
cwells@bpi-gc.com	
(Email Address)	

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of General Services Division to establish a contract for the following:

Parking lot repairs, asphalt paving and re-paving, jersey barrier and bollard installation, and pavement marking at parking lots:

11A (218 California Avenue) 16 (2101 Washington St. E.) 17 (2019 Washington St. E.), and 25 (Intersection of Washington St. E. and Michigan Ave.)

Located on the WV Capitol Complex. General and detailed specifications are in Exhibits B - L and Drawings D1 - D6. Exhibit A is the solicitation's pricing page.

The Vendor shall furnish all materials (including delivery), 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.

Background: This project entails repairs and repaving of existing paved parking lots. The area detailed in Parking Lot 11. The area detailed in Parking Lot 25 is currently an unpaved parking lot that the Agency is wanting to pave (may require additional grading to prepare the lot). Included in Parking Lot 16 work will be demolition of an existing garage which will require preparing that section (as well as the green space between the garage and the property boundary line) for paving.

- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.
 - **2.1. "Construction Services"** means providing all labor, materials and equipment necessary to perform the tasks set forth by the PURPOSE AND SCOPE in Section 1, and GENERAL AND SPECIFIC INSTRUCTIONS in Exhibits B L and Drawings D1 D6.
 - **2.2.** "Pricing Page" means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

- 2.3. "Project Plans" means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibits B L and Drawings D1 D6, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibits B L and Drawings D1 D6, Vendors can obtain copies in accordance with Section 9 of these Specifications.
- **2.4.** "Solicitation" means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
- 3. ORDER OF PRECEDENCE: This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- 4. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - **4.1. Experience:** Vendor must have successfully completed at least 3 (three) 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. Vendors may be requested to provide Attachment 1 Vendor Reference Form, or the State through knowledge of the Vendor's past projects, may confirm experience requirements. 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 the 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 request 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.
- PROJECT PLANS: There are no additional Project Plans other than those attached hereto as
 Exhibits B L and Drawings D1 D6 or any subsequent addenda modifying, or elaborating,
 on these documents.

10. CONDITIONS OF THE WORK

- 10.1. Permits: The Vendor shall provide 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 7a 7p, M-F excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.
- 10.4. Project Closeout: Project Closeout shall include the following:
 - 10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:
 - 10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to the Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

- 11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to the Agency's facilities. In the event that access cards and/or keys are required:
 - 11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 11.2. Vendor will be responsible for controlling cards and keys and will pay a replacement fee, if the cards or keys become lost or stolen.
 - 11.3. Vendor shall notify the Agency immediately of any lost, stolen, or missing card or key.
 - 11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 11.5. Vendor shall inform all staff of the 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:	Christian Wells
Telephone Number:	(304)760-8909 ext. 4
Fax Number:	N/A
Email Address:	cwells@bpi-gc.com

EXHIBIT A - Pricing Page

The Vendor shall furnish all materials (including delivery), labor, materials, equipment and supplies necessary to complete all Construction Services specifically grading, surface preparation, paving, and striping at lots 11A, 15, 17, and 25 located at the WV State Capitol Complex in Charleston, WV. 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.

Vendor Name:	BPI, Inc.
Vendor Address:	PO Box 7
-	Winfield, WV 25213
Telephone:	(304)760-8909 ext. 4
Email Address:	cwells@bpi-gc.com
WV Contractor's L	icense No. WV008975
the attached docum	our Hundred Ninety Five Thousand Dollars
\$ 495,000.00	(Show amount in numbers)
Failure to use this b	id form may result in bid disqualification.
Printed Name and	Title: J. Christian Wells - President
Signature:	Date: 5/7/2025

Revised 06/08/18

EXHIBIT B – PROJECT PLANS

1. GENERAL REQUIREMENTS/SPECIFICATIONS

1.1. All Construction Services must comply with the specifications in the following Exhibits:

Exhibit C: Photos of Existing Conditions

Exhibit D: Parking Lot 16 and Building 18 Garage Asbestos Survey

Exhibit E: Section 017419 - Construction Waste Management and Disposal

Exhibit F: Section 312000 - Earth Moving

Exhibit G: Section 321216 - Asphalt Paving

Exhibit H: Section 033000 - Cast-in-Place Concrete

Exhibit I: Section 321723 – Pavement Markings

Exhibit J: GSD Job Safety Handbook

Exhibit K: Jersey Barrier Specifications

Exhibit L: Bollard Specifications.

Drawing D-1: Lot 11A West Paving Plan

Drawing D-2: Lot 16 Demolition Plan

Drawing D-3: Lot 16 Paving Plan

Drawing D-4: Lot 17 Paving Plan

Drawing D-5: Lot 25 Paving Plan

Drawing D-6: Lot 17 Adjacent to Building 15 Paving Plan

1.2. In all currently paved parking lots, excavate sunken and badly damaged areas in the asphalt to suitable substrate, then add compacted fill (as needed) and a compacted gravel base prior to repaving. Cold mill remainder of existing asphalt pavement to a depth of 2" and remove all demolition debris. Clean and prepare milled surface completely with a tack coat per manufacturer's recommendations before installing a new 2" asphalt finish/surface course layer. Prior to commencing work, the Vendor shall submit a shop drawing plan (for approval) depicting sloped layout for proper drainage throughout. The Vendor is responsible for proper drainage with no ponding areas. The Vendor shall provide a first coat of marking paint following the initial asphalt installation and a second coat of marking paint shall be applied after the new asphalt ages (30) days. The Vendor is responsible for verifying all conditions to include dimensions, materials and locations. No existing soil reports are available; therefore, complete verification of existing drainage conditions as well as sublayers and soils were not possible for this RFQ.

2. DETAILED SPECIFICATIONS

- 2.1. Lot 11A (Chiller Annex East) See Drawing D-1. Perform all work in accordance with Exhibits E L. Install Jersey Barriers and Bollards, and striping in accordance with Drawing D-1.
- **2.2.** Lot 16 See Drawings D-2 and D-3. Perform all work in accordance with Exhibits E-L. Provide striping in accordance with D-3 and add spaces where green spaces were removed. Number spaces per Owner's direction following striping. Provide sidewalk repairs per Drawing D-3.
- 2.3. Lot 17 See Drawing D-4. Perform all work in accordance with Exhibits E-L. Provide striping in accordance with D-4 and remove two spaces where a new door was installed. Number spaces per Drawing D-4 following striping. Provide sidewalk repairs per Drawing D-4.
- **2.4.** Lot 25 See Drawing D-5. Perform all work in accordance with Exhibits E-L. Provide striping in accordance with D-5. Number spaces per Drawing D-5 following striping.
- 2.5. Lot next to Building 15 See Drawing D-6. Perform all work in accordance with Exhibits E-1. Provide striping in accordance with D-6. Number spaces per Drawing D-6 following striping.
- 3. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
 - 3.1. The Vendor shall provide the Agency Project Manager with an overall project schedule within seventy-two (72) hours of Award of the Contract. The proposed project schedule shall indicate areas to be worked. Where coordination or disruption of adjacent workspaces or occupants may be required, provide at least one week's advance notice prior to conducting work in those areas. Vendor shall adhere to the schedule provided and coordinate through the Agency Project Manager.
 - 3.2. Work shall be conducted as a single project. The work schedule shall be reviewed and approved by the Agency Project Manager prior to commencement of work. The Vendor shall coordinate the schedule around the Agency's work requirements
- **4. TRAVEL:** Vendor shall be responsible for all mileage and travel time associated with performance of this contract. Any anticipated mileage or travel costs may be included in the Vendor's bid, but such costs will not be paid by the Agency separately.

5. PROJECT SPECIFIC CONDITIONS OF THE WORK

5.1. Limits of Work

Work areas will be limited to those spaces required for access to the jobsite. The tenant State Agencies or Agency will be responsible for clearing work areas of furniture and property prior to work commencement per the work schedule.

Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager.

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

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

5.2. Contractor Visitor Badges

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

5.3. Work Restrictions

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

This is a non-smoking building. Smoking is not permitted within the building or near entrances, operable windows, or outdoor air intakes.

5.4. Parking

Some parking is available on the project site. Parking in non-designated areas is not permitted. Parking is the responsibility of the contractor. With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work.

Use of loading dock areas or sidewalk areas for parking is strictly prohibited.

Vendor must coordinate with the Agency on how best to minimize disruption of employee parking during the execution of the work.

5.5. Workmanship

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

5.6. General Services Division Jobsite Safety Handbook

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

5.7. Warranty

A one-year warranty on labor is required.

LOTS 11A, 16, 17 AND 25 - ASPHALT PARKING LOT REPAIR AND REPAVING Exhibit E

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Recycling nonhazardous demolition waste.
 - 2. Disposing of nonhazardous demolition and construction waste.

1.2 DEFINITIONS

- A. Demolition Waste: Site improvement materials resulting from demolition or selective demolition operations.
- B. Disposal: Removal off-site of demolition and construction waste and subsequent recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- C. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

1.3 QUALITY ASSURANCE

A. Waste Management Plan Conference: Conduct conference at Project site with owner representative.

PART 2 - EXECUTION

2.1 PLAN IMPLEMENTATION

A. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

2.2 RECYCLING DEMOLITION WASTE

A. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.

LOTS 11A, 16, 17 AND 25 - ASPHALT PARKING LOT REPAIR AND REPAVING Exhibit E

2.3 DISPOSAL OF WASTE

- A. General: Except for items or materials to be recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

LOTS 11A, 16, 17 AND 25 – PARKING LOT REPAIR & REPAVING **Exhibit F**

SECTION 312000 - EARTH MOVING

PART 1- GENERAL.

1.1 SUMMARY

A. Section Includes:

- 1. Preparing subgrades for asphalt and concrete paving.
- 2. Excavating and backfilling for asphalt and concrete paving.
- 3. Sub-base course and base course for asphalt and concrete paving.

1.2 DEFINITIONS

- A. Backfill: Soil material used to fill an excavation.
 - 1. Final Backfill: Backfill placed over initial backfill.
- B. Base Course: Aggregate layer placed between the sub-base course and hot-mix asphalt or concrete paving.
- C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- D. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by GSD Project Manager, shall be without additional compensation.
- F. Fill: Soil materials used to raise existing grades.
- G. Sub-base Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement.
- H. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below sub-base, drainage fill, drainage course, or topsoil materials.
- I. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

EARTH MOVING 312000 - 1

LOTS 11A, 16, 17 AND 25 – PARKING LOT REPAIR & REPAVING Exhibit F

1.3 QUALITY ASSURANCE

A. Pre-excavation Conference: Conduct conference at State of West Virginia Building 17. Located at 2101 Washington Street East, Charleston, West Virginia 25305.

1.4 PROJECT CONDITIONS

A. Utility Locator Service: Notify utility locator service for the area where the Project is located before beginning earth moving operations.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
 - 1. Unsatisfactory soils include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- B. Sub-base Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- C. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- D. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- E. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- F. Drainage Course: Narrowly graded mixture of [washed]crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (37.5-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

EARTH MOVING 312000 - 2

LOTS 11A, 16, 17 AND 25 – PARKING LOT REPAIR & REPAVING Exhibit F

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.3 SUBGRADE INSPECTION

- A. Proof-roll or tamp subgrade below the existing depressions in the parking lot. Do not proof-roll or tamp wet or saturated subgrades.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.4 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from the edge of excavations.

3.5 TRENCH BACKFILL

A. Not applicable for this project.

EARTH MOVING 312000 - 3

3.6 SOIL FILL

- A. Place and compact fill material in layers to required elevations as follows:
 - 1. Under walks and pavements, use satisfactory soil material.
- B. Other soil materials, such as a drainage course or subbase or base courses, may still be required over fill.

3.7 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.8 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under structures, building slabs, steps, and pavements, scarify and re-compact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill soil material at 95 percent.

3.9 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

EARTH MOVING 312000 - 4

1. Pavements: Plus or minus 1/2 inch (13 mm).

3.10 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place sub-base course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place sub-base course and base course under pavements and walks as follows:
 - 1. Shape sub-base course and base course to required crown elevations and cross-slope grades.
 - 2. Place sub-base course and base course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
 - 3. Compact sub-base course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; re-compact and retest until specified compaction is obtained.

3.12 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

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1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.13 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

EARTH MOVING 312000 - 6

SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Cold milling of existing asphalt pavement.
- 2. Hot-mix asphalt patching.
- 3. Hot-mix asphalt paving.
- 4. Hot-mix asphalt overlay.

B. Related Requirements:

- 1. Section 017419 Construction Waste Management and Disposal
- 2. Section 321723 Pavement Markings

1.2 PREINSTALLATION MEETINGS

A. Pre-installation Conference: Conduct conference at State of West Virginia Building 17. Located at 2101 Washington Street East, Charleston, West Virginia 25305.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. LEED Submittals:

1. Product Data for Credit MR 4: For products having recycled content, documentation indicating percentages by weight of postconsumer and pre-consumer recycled content. Include a statement indicating cost for each product having recycled content.

1.4 INFORMATIONAL SUBMITTALS

A. Material Certificates: For each paving material. Include the statement that mixes containing recycled materials will perform equal to mixes produced from all new materials.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer approved by the West Virginia DOT.
- B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of West Virginia DOT for asphalt paving work.
 - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. Coarse Aggregate: ASTM D 692/D 692M, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
- B. Fine Aggregate: ASTM D 1073, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.
- C. Mineral Filler: ASTM D 242/D 242M, rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320, PG 64-22.
- B. Tack Coat: ASTM D 977 emulsified asphalt, or ASTM D 2397 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.

2.3 AUXILIARY MATERIALS

- A. Recycled Materials for Hot-Mix Asphalt Mixes: Reclaimed asphalt pavement; reclaimed, unbound-aggregate base material; and recycled tires, asphalt shingles, or glass from sources and gradations that have performed satisfactorily in previous installations, equal to performance of required hot-mix asphalt paving produced from all new materials.
- B. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.

2.4 MIXES

- A. Recycled Content of Hot-Mix Asphalt: Post Consumer recycled content plus one-half of pre-consumer recycled content not less than 10 percent or more than 15 percent by weight.
 - 1. Surface Course Limit: Recycled content no more than 10 percent by weight.
- B. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction and complying with the following requirements:
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.

PART 3 - EXECUTION

3.1 COLD MILLING

- A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.
 - 1. Mill to a depth of 2 inches.
 - 2. Patch surface depressions deeper than 1 inch after milling, before wearing course is laid.

3.2 PATCHING

- A. Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Re-compact existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply at a rate of 0.05 to 0.15 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- C. Placing Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

3.3 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that the prepared subgrade is ready to receive paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- C. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
- D. Tack Coat: Apply uniformly and entirely to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.4 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and 2" thickness when compacted.
 - 1. Spread mix at a minimum temperature of 250 deg F.
 - 2. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
- C. Promptly correct surface irregularities in the paving course behind the paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth the surface.

3.5 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with the same texture and smoothness as other sections of hot-mix asphalt course.
 - 1. Clean contact surfaces and apply tack coat to joints.

- 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
- 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
- 4. Construct transverse joints at each point where the paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."

3.6 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 - 1. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent or greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While the surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.7 ASPHALT CURBS

A. Construct hot-mix asphalt curbs over compacted pavement surfaces. Apply a light tack coat unless the pavement surface is still tacky and free from dust. Spread mix at a minimum temperature of 250 deg F.

- 1. Asphalt Mix: Same as pavement surface-course mix.
- B. Place hot-mix asphalt to curb cross section indicated or, if not indicated, to local standard shapes, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms after hot-mix asphalt has cooled.

3.8 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/2 inch.
 - 2. Surface Course: Plus 1/4 inch, no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch.
 - 2. Surface Course: 1/8 inch.
 - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.10 WASTE HANDLING

A. General: Handle asphalt-paving waste according to approved waste management plan required in Section 017419 "Construction Waste Management and Disposal."

END OF SECTION 321216

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture.

1.3 INFORMATIONAL SUBMITTALS

- A. Material certificates.
- B. Material test reports.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
- C. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
- D. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- E. Pre-installation Conference: Conduct conference at State of West Virginia Building 17. Located at 2101 Washington Street East, Charleston, West Virginia 25305.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

A. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.2 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.
- B. Supports: Chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing welded wire reinforcement in place. Manufacture supports from steel wire, according to CRSI's "Manual of Standard Practice.

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150, Type I/III gray. Supplement with the following:
 - a. Fly Ash: ASTM C 618
- B. Normal-Weight Aggregates: ASTM C 33, graded.
 - 1. Maximum Coarse-Aggregate Size: 1-inch (25 mm) nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M and potable.

2.4 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.

- 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
- 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
- 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
- 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.5 CURING MATERIAL

A. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

2.6 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

2.7 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned based on laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 25 percent.
- C. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing, high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

2.8 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.9 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

3.0 CONCRETE MIX DESIGN

- A. Concrete mix shall be designed to achieve the following properties:
 - 1. Compressive Strength: 4500 psi
 - 2. Air Entrainment: 6%
 - 3. Water/Cement Ratio: 0.45

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer exterior corners and edges of permanently exposed concrete.

3.2 EMBEDDED ITEMS

A. Not applicable for this project.

3.3 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

3.4 JOINTS

- A. General: Construct joints true to line with faces perpendicular to the surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by the GSD Project Manager.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

- 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
- 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch wide joints into concrete when cutting action will not tear, abrade, or otherwise damage the surface and before concrete develops random contraction cracks.

3.5 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as. Deposit concrete to avoid segregation.
 - 1. Consolidate placed concrete according to ACI 301.
- C. Cold-Weather Placement: Comply with ACI 306.1.
- D. Hot-Weather Placement: Comply with ACI 301.

3.6 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
- B. Related Unformed Surfaces: At horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.7 FINISHING SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in one direction.

3.8 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb./sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Cure concrete according to ACI 308.1, by the following method:
 - 1. Curing and Sealing Compound: Apply uniformly to slab indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.9 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by GSD Project Manager. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

3.10 FIELD QUALITY CONTROL

A. Testing and Inspecting: Contractor shall engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

END OF SECTION 033000

SECTION 321723 - PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

A. Section includes painted markings applied to asphalt and concrete pavement...

1.3 PREINSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at the West Virginia State Building 17 located at 2101 Washington Street East, Charleston, West Virginia 25305.
 - 1. Review methods and procedures related to marking pavement including, but not limited to, the following:
 - a. Pavement aging period before application of pavement markings.
 - b. Review requirements for protecting pavement markings, including restriction of traffic during installation period.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include technical data and tested physical and performance properties.

B. LEED Submittals:

- 1. Product Data for Credit IEQ 4.2: For interior, field-applied, pavement-marking paints, documentation including printed statement of VOC content.
- C. Shop Drawings: For pavement markings.
 - 1. Indicate pavement markings, colors, lane separations, defined parking spaces, and dimensions to adjacent work.

- 2. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.
- D. Samples: For each exposed product and for each color and texture specified; on rigid backing, 8 inches (200 mm) square.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of West Virginia DOT for pavement-marking work.
 - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.6 FIELD CONDITIONS

A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of [40 deg F (4.4 deg C) for alkyd materials] [55 deg F (12.8 deg C) for water-based materials], and not exceeding 95 deg F (35 deg C).

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. <u>Basis-of-Design Product</u>: Subject to compliance with West Virginia DOT requirements, or comparable product by one of the following:
 - 1. Benjamin Moore & Co or equal.
 - 2. Color Wheel Paints & Coatings or equal.
 - 3. Columbia Paint & Coatings.
 - 4. <u>Diamond Vogel Paints</u> or equal.
 - 5. Ennis Traffic Safety Solutions. Inc or equal.
 - 6. Parker Paint Mfg. Co. Inc or equal.
 - 7. <u>PPG Industries</u> or equal.
 - 8. Pratt & Lambert or equal.
 - 9. Sherwin-Williams Company (The) or equal.

2.2 PAVEMENT-MARKING PAINT

- A. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248, Type N; colors complying with FS TT-P-1952.
 - 1. Colors: White, Yellow, and Blue.
- B. Pavement-Marking Paint: MPI #32, alkyd traffic-marking paint.
 - 1. Colors: White, Yellow, and Blue.
- C. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, Type II, with drying time of less than [45] minutes.
 - 1. Colors: White, Yellow, and Blue.
- D. Pavement-Marking Paint: MPI #97, latex traffic-marking paint.
 - 1. Colors: White, Yellow, and Blue.
- E. VOC Content: Pavement markings used on building interior shall have a VOC content of 150 g/L or less.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that pavement is dry and in suitable condition to begin pavement marking according to manufacturer's written instructions.
- B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

3.2 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with GSD Project Manager.
- B. Sweep and clean surface to eliminate loose material and dust.
- C. Apply the first coat of pavement marking paint the day after final asphalt installation. Allow asphalt pavement to age for a minimum of (30) days and apply a second coat of marking paint.

- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils (0.4 mm).
 - 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to pavement. Mask an extended area beyond edges of each stencil to prevent paint application beyond the stencil. Apply paint so that it cannot run beneath the stencil.

3.3 PROTECTING AND CLEANING

- E. Protect pavement markings from damage and wear during the remainder of the construction period.
- F. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by the manufacturer of affected construction.

END OF SECTION 321723

EXHIBIT K - LOT 11A JERSEY BARRIER SPECIFICATIONS

The eight (8) Jersey Barriers for lot 11A will meet or exceed the specifications shown below. Vendor will supply a color chart for Owner approval prior to installation.

Specifications

Made of reinforced concrete

Maximum durability and minimum maintenance requirements

Minimize vehicle damage in the event of a collision

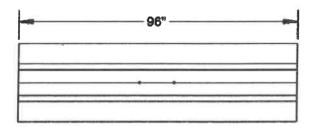
Forklift slots for easy transportation

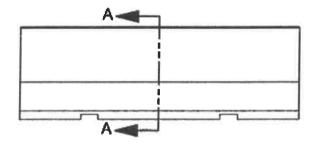
Meet the ASTM C33 and ASTM C150 aggregate standards

Available in multiple sizes, colors, and finishes

Ideal for ensuring public safety and security, as well as for keeping construction workers safe from oncoming vehicles

Interlocking units for better protection





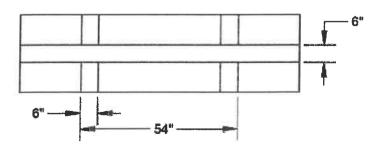
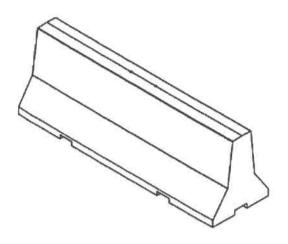
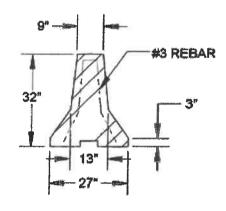


EXHIBIT K - LOT 11A JERSEY BARRIER SPECIFICATIONS





SECTION A-A

EXHIBIT L - LOT 11A BOLLARD SPECIFICATION

The two (2) Removable Bollards for lot 11A will meet or exceed the specifications shown below.

Removable bollard post

Embedment sleeve

Powder coated yellow carbon steel

Easily secured with an external padlock

Flush mount embedment sleeve

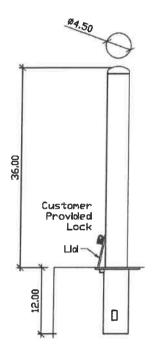
Dome top

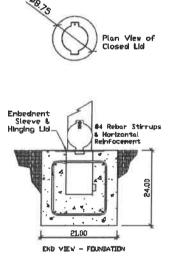
Removable bollard's wall thickness: 6.0 - 6.4mm

Embedment sleeve's wall thickness:

- Top : 6mm

- Body: 2.5mm





Product Specifications:

Size: 4 x 36"

Material: Powder coated yellow carbon steel

Removable Bollard with

embedment sleeve
Recommended Use:

Core Drilled base,

installation in concrete



Date Printed: May 1, 2025

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

State of West Virginia Centralized Request for Quote Construction

Proc Folder: 1663924 Doc Description: Parking Lots 11a, 16, 17, & 25 Paving			Reason for Modification:
Doc Description:	Parking Lots 11a, 16, 17,	Addendum No. 3	
Proc Type:	Central Purchase Order		
Date Issued	Solicitation Closes	Solicitation No	Version
2025-05-01	2025-05-07 13:30	CRFQ 0211 GSD2500000030	4
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CHARLESTON	WV 25305		
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State :		Country:	Zip:
Principal Contact:			
endor Contact Pho	ne:	Extension:	
	CONTACT THE BUYER		
ara Lyle (04) 558-2544			
ra.l.lyle@wv.gov			
endor			
gnature X		FEIN#	DATE

Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

Addendum No. 3 issued for the following -

- 1. To provide responses to vendor questions. See Attachment A.
- 2. The bid opening date and time remains on 05/07/2025 at 1:30 pm EST.

No other changes...

INVOICE TO		SHIP TO Hard was this transport of the same and the		
DEPARTMENT OF ADMINISTRATION		DEPARTMENT OF ADMINISTRATION		
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BLDG 4, 6TH FLOOR		1124 SMITH ST		
CHARLESTON	WV	CHARLESTON	WV	
us		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Infrastructure building and surfaci	ng and paving			
	services				

Comm Code	Manufacturer	Specification	Model #	_
72141100				•

Extended Description:

See Exhibit A Pricing Page.

SCHEDULE OF EVENTS

<u>Line</u>	Event	Event Date
1	Mandatory prebid mtg at 10:00 am	2025-04-22
2	Technical questions due by 12:00 pm	2025-04-29
3	Technical questions due by 12:00 pm	2025-05-01

SOLICITATION NUMBER: CRFQ GSD2500000030 Addendum Number: 3

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

Applicable	Addendum	Category:
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[ļ	Modify bid opening date and time
[I	Modify specifications of product or service being sought
[🗸	1	Attachment of vendor questions and responses
	I	Attachment of pre-bid sign-in sheet
[1	Correction of error
[ı	Other

Description of Modification to Solicitation:

Addendum is issued to publish and distribute the following information to the Vendor community.

- 1. To publish responses to Vendor Technical Questions, per Attachment A.
- 2. The bid opening date and time remains on 005/07/2025 at 1:30 pm EST.

No other changes.

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

Terms and Conditions:

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

Revised 11/1/2022

ATTACHMENT A CRFQ GSD25*30 - Addendum No. 3 Parking Lots 11A, 16, 17, and 25 Paving Technical Questions and Responses

- Q 1. On Exhibit C, the photos shown for Lot 11A are from the North side of the "Annex View" and the "Area between the Chiller Plant and the Annex". Is there more paving taking place around the rear and South side of the building? Photo 8 shows a view of the South side of the Annex. Similar questions about Photo 9, 10, and 11. From the walk, I was under the impression that only the front and the North side of the Chiller Building get paving, striping, bollards, etc.
- A 1. Photos 5-12 are not associated with the current project. The paving at Building 11 is includes photos 1-4 are of the area included in this project. Drawing D 1 indicates the work to include the area between the Building 11 (chiller plant) and the fence as well as the spots along California on the western side of Building 11 to the new "green space" that is along the edge of the old lot 10.
- Q 2. What is the thickness required for the new concrete sidewalks?
- A 2. Sidewalks shall be 6" thick.
- Q 3. Does the state want to retain the old demo'd gates and hardware that are to be removed?
- A 3. Vendor shall dispose of gates and hardware.
- Q 4. Does the state want any of the signage that will need to be removed in Lot 25?
- A 4. The State wishes to retain the signage currently located on Lot 25. Project Manager will coordinate removal and taking possession of those signs.
- Q 5. Will Lot 25 receive full-depth pavement, since it is currently a gravel lot? If so, what are the desired thicknesses of the stone base course, asphalt base course, and asphalt wearing course?
- A 5. Lot 25 shall be graded accordingly and receive full-depth paving. Stone base shall be 6", base course shall be 4", and wearing course shall be 2"

Parking Lots 11A, 16, 17, and 25 Paving Technical Questions and Responses

- Q 6. On Lot 25, does the old stone need to be removed and then new gravel brought up to the desired sub-grade stone thickness for paving, or can the existing gravel be used for the base stone?
- A 6. Yes, existing stone may be utilized by the Vendor.
- Q 7. <u>Chiller Building:</u> Does the state want to keep the old Jersey Barriers, or are we to dispose of them? Are we replacing the parking blocks with new or re-using the existing?
- A 7. Jersey Barriers are to be retained by the Agency to be returned to the Department of Transportation.
- Q 8. Are we replacing the parking blocks with new or re-using the existing?
- A 8. Vendor will re-use the existing parking blocks located within the area of lot 11-A that is included in this project.
- Q 9. <u>Bldg 17 Area:</u> What happens to the dumpster during paving? Are we replacing the parking blocks with new or re-using the existing?
- A 9. State will coordinate relocation at the time of construction. Existing parking blocks are to be reused.
- Q 10. In the area in front of the building we're demo'ing (closest to the garage door), the paving has a negative slope back towards the house its closest to. Do we need to redo that whole area to make it slope towards the middle of the parking lot?
- A 10. Yes, positive slope needs to be obtained.
- Q 11. Do we demo the old rusted bollard that is closest to the old yellow control arm on Michigan Ave?
- A 11.No, this stays to protect past indicator valve. Vendor shall repaint accordingly.

Parking Lots 11A, 16, 17, and 25 Paving Technical Questions and Responses

- Q 12. What happens to the trash can beside of the old gate controller along Michigan Ave?
- A 12. State will coordinate moving at the time of construction.
- Q 13. Lot 25: Do we replace the parking blocks with new or reuse existing?
- A 13. Reuse existing parking blocks. The center section of parking will no longer have parking blocks.
- Q 14. What do we do with the signs for parking spaces? Remove? Replace? Re-use?
- A 14. See answer to Q 4.
- Q 15. What are the limits of the sidewalks? Do we go all the way to Washington street, or do we stop where the curb slopes?
- A 15.Stop were curb slopes.
- Q 16. Are we replacing the curbs with the sidewalks along Michigan Ave?
- A 16.No.
- Q 17. Where is the limit of new sidewalks as we approach the alley?
- A 17. To the edge of the alley.
- Q 18. <u>Bldg 15 Purchasing:</u> The sidewalk has negative drainage along Washington Street back towards the parking lot. We're told to make sure everything drains. Since the sidewalk isn't part of the scope on this building, I assume this drainage issue isn't an issue for us?
- A 18. Correct, not a portion of this job.

Parking Lots 11A, 16, 17, and 25 Paving Technical Questions and Responses

- Q 19. On the back side of the building, the alley slopes back towards the building. Match existing or figure out a way to slope the new paving away?
- A 19. Match existing.
- Q 20. Do we replace the parking blocks with new or reuse existing?
- A 20. Reuse.
- Q 21. Extra Grinding and Paving: The area shown is all concrete. The concrete will need to be busted up and removed, then paved. Do you want asphalt to replace the concrete, or replace concrete with concrete?
- A 21. Can be replaced with asphalt.
- Q 22. Total square footage to be paved.
- A 22. Vendors had the opportunity to calculate square footage during pre-bid meeting for the initial scope of work. All areas involved in this project (to include added work) are public areas for which vendors are free to come and perform measurements.
- Q 23. Required depth of the new asphalt.
- A 23. Please see response to Q 5.
- Q 24. Whether all existing asphalt surfaces will be milled prior to new pavement being laid.
- A 24. All existing asphalt surfaces shall be milled prior to new pavement being laid.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ GSD2500000030

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

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

Addendum Numbers Received: (Check the box next to each addendum	received)
 ✓ Addendum No. 1 ✓ Addendum No. 2 ✓ Addendum No. 3 ✓ Addendum No. 4 ✓ Addendum No. 5 	☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8 ☐ Addendum No. 9 ☐ Addendum No. 10
I further understand that any verbal repr discussion held between Vendor's repre	receipt of addenda may be cause for rejection of this bid. resentation made or assumed to be made during any oral esentatives and any state personnel is not binding. Only lded to the specifications by an official addendum is
Company	
Authorized Signature	
Date	
NOTE: This addendum acknowledgeme	ent should be submitted with the bid to expedite



Date Printed: Apr 29, 2025

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

State of West Virginia Centralized Request for Quote Construction

Proc Folder:	1663924		Reason for Modification
Doc Description:	Parking Lots 11a, 16, 1	Addendum No. 2	
Proc Type:	Central Purchase Order		
Date Issued	Solicitation Closes	Solicitation No	Version
2025-04-29	2025-05-07 13:30	CRFQ 0211 GSD250	0000030 3
BID RECEIVING LO	DCATION		
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ra.l.lyle@wv.gov			
endor			
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Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

Addendum No. 2 issued for the following -

- 1. To extend Bid Opening Date to 05/07/2025 at 1:30 pm EST,
- 2. To publish additional scope of work to be included in this project, per Attachment A.
- 3. To extend Technical Questions deadline to 05/01/2025 by 12:00 pm EST.

No other changes...

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION		DEPARTMENT OF ADMINISTRATION	
112 CALIFORNIA AVENUE		GENERAL SERVICES DIVISION BLDG 86	
BLDG 4, 6TH FLOOR		1124 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Infrastructure building and surfacing and pavi	ing			
	services	•			

Comm Code	Manufacturer	Specification	Model #	
72141100				

Extended Description:

See Exhibit A Pricing Page.

SCHEDULE OF EVENTS

<u>Line</u> <u>Event</u>		Event Date	
1 Mandatory prebid mtg	at 10:00 am	2025-04-22	
2 Technical questions d	ue by 12:00 pm	2025-04-29	
3 Technical questions d	ue by 12:00 pm	2025-05-01	

SOLICITATION NUMBER: CRFQ GSD2500000030 Addendum Number: 2

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

Applicable Addendum Category:

[•		Modify bid opening date and time
[•	/	Modify specifications of product or service being sought
[Attachment of vendor questions and responses
[]	Attachment of pre-bid sign-in sheet
[Correction of error
ſ	1	Other

Description of Modification to Solicitation:

Addendum is issued to publish and distribute the following information to the Vendor community.

- 1. To extend Bid Opening Date to 05/07/2025 at 1:30 pm EST,
- 2. To publish additional scope of work to be included in this project, per Attachment A.
- 3. To extend Technical Questions deadline to 05/01/2025 by 12:00 pm EST.

No other changes.

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

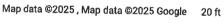
Terms and Conditions:

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

ATTACHMENT A

To revise the scope of work to include grinding and paving of alley to the west of 2006 Quarrier Street extending to the area indicated on Drawing D-6 Lot 17, as identified on the following Google Maps diagram.







2006 Quarrier St











Directions

Save

Nearby

Send to phone

Share



2006 Quarrier St, Charleston, WV 25311

•

89PR+H4 Charleston, West Virginia

Photos

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ GSD2500000030

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)
I further understand that any verbal repr discussion held between Vendor's repre	Addendum No. 6 Addendum No. 7 Addendum No. 8 Addendum No. 9 Addendum No. 10 receipt of addenda may be cause for rejection of this bid. resentation made or assumed to be made during any oral esentatives and any state personnel is not binding. Only ided to the specifications by an official addendum is
Company	
Authorized Signature	
Date	
NOTE: This addendum acknowledgement document processing.	nt should be submitted with the bid to expedite



Date Printed: Apr 22, 2025

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

State of West Virginia Centralized Request for Quote Construction

Proc Folder:	1663924		Reason for Modification
Doc Description:	Parking Lots 11a, 16, 1	7, & 25 Paving	Addendum No. 1
Day of Towns			
Proc Type:	Central Purchase Order		
Date Issued	Solicitation Closes	Solicitation No	Version
2025-04-22	2025-05-06 13:30	CRFQ 0211 GSD250000003	0 2
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BID CLERK			
DEPARTMENT OF	ADMINISTRATION		
PURCHASING DIV	ISION		
2019 WASHINGTO	N ST E		
CHARLESTON	WV 25305		
US			
VENDOR			
Vendor Customer	Code:		
Vendor Name :			
Address :			
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Principal Contact :			
Vendor Contact Ph	one:	Extension:	
	CONTACT THE BUYE	R	
Fara Lyle			
304) 558-2544 ara.l.lyle@wv.gov			
ara.hylo@wv.gov			
. 1			
/endor			

Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

Addendum No. 1 issued for the following -

- 1. To publish revised Drawings (D-2 & D-3).
- 2. To publish revised Exhibit A Pricing Page.
- 3. To publish pre-bid sign-in sheet.
- 4. The bid opening date remains on 05/06/2025 at 1:30 pm EST.

No other changes.

INVOICE TO		SHIP TO		
DEPARTMENT OF ADMINISTRATION		DEPARTMENT OF ADMINISTRATION		
112 CALIFORNIA AVENI	UE	GENERAL SERVICES DIVISION BLDG 86		
BLDG 4, 6TH FLOOR		1124 SMITH ST		
CHARLESTON	WV	CHARLESTON	WV	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Infrastructure building and surfacing and pavir	na			1010111100
	services	-3			

Comm Code	Manufacturer	Specification	Model #	
72141100				

Extended Description:

See Exhibit A Pricing Page.

SCHEDULE OF EVENTS

<u>Line</u>	Event	Event Date
1	Mandatory prebid mtg at 10:00 am	2025-04-22
2	Technical questions due by 12:00 pm	2025-04-29

SOLICITATION NUMBER: CRFQ GSD2500000030 Addendum Number: 1

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

Applicable	Addendum	Category:
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[]	Modify bid opening date and time
	Modify specifications of product or service being sought
[]	Attachment of vendor questions and responses
	Attachment of pre-bid sign-in sheet
[]	Correction of error
[]	Other

Description of Modification to Solicitation:

Addendum is issued to publish and distribute the following information to the Vendor community.

- 1. To publish revised Drawings (D-2 & D-3).
- 2. To publish revised Exhibit A Pricing Page.
- 3. To publish pre-bid sign-in sheet.
- 4. The bid opening date and time remains on 05/06/2025 at 1:30 pm EST.

No other changes.

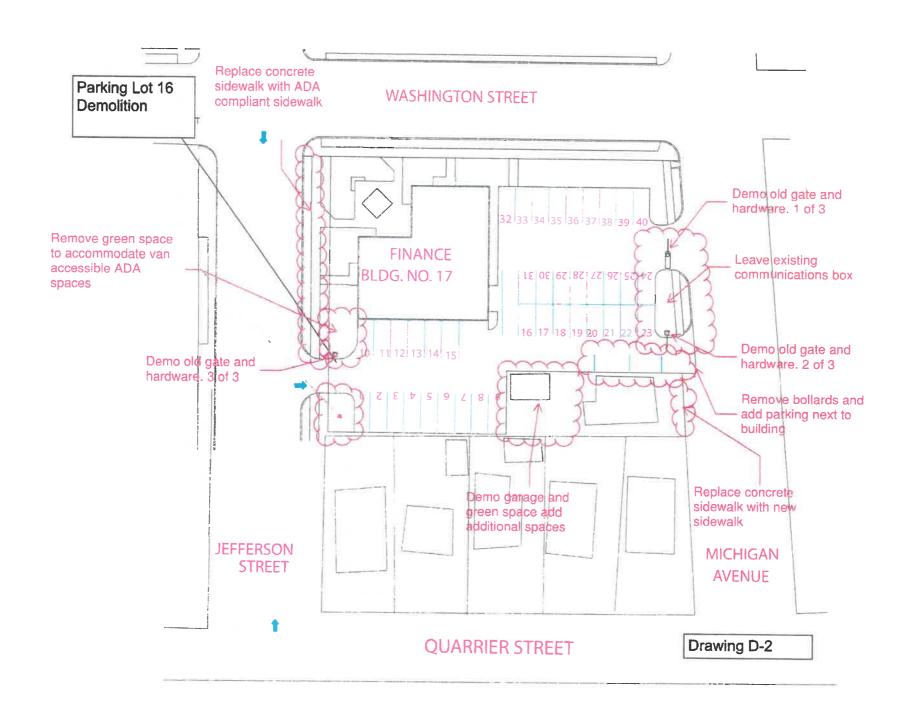
Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

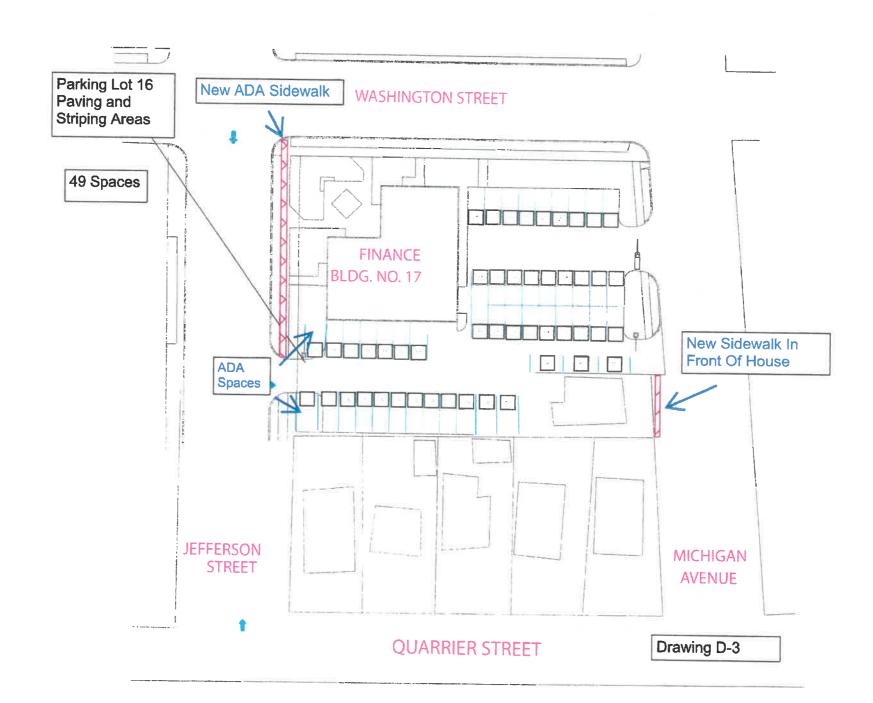
Terms and Conditions:

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

Revised 11/1/2022

ATTACHMENT A





REQUEST FOR QUOTATION CRFQ GSD25*30 - Parking Lots 11A, 16, 17, and 25 Paving

EXHIBIT A - Pricing Page

The Vendor shall furnish all materials (including delivery), labor, materials, equipment and supplies necessary to complete all Construction Services specifically grading, surface preparation, paving, and striping at lots 11A, 15, 17, and 25 located at the WV State Capitol Complex in Charleston, WV. 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.

(Show amount in written words) \$	1.
\$(Show amount in numbers) Failure to use this bid form may result in bid disqualification	1.
For the sum of:(Show amount in written words)	
For the sum of:	
CONTRACT GRAND TOTAL: Grading, surface preparalots 11A, 15, 17, and 25 located at the WV State Capitol Conthe attached documentation.	ation, paving, and striping at mplex in Charleston, WV per
WV Contractor's License No.	
Email Address:	
Telephone:	
Vendor Address:	

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ GSD2500000030

Date of Pre-Bid Meeting: 4/22/2025

Location of Prebid Meeting: Bldg. 4 6th Floor Conference Rm.

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Bear Contracting	David Wilson	P.O. Box 1196 Bridgepo-time	304-326-0160	304-326-0 05	estimating Q bear contracting com
La Kecrest Construction Lie	Matterkins	37 Mystery La Fairment WV 26330	304-657-0141	wh	mperkinselakecrest.
Cherry River Construction LLC	Will Legg	797 New Ensland Ridge Rdl Washington UV	704-550-5581	Mø	Weef echery riverconstruction at 13 hinkle echery riverconstruction
BPZ Formal	Sosh Vence	P.O Ber 7 Winfield WV	304 4196844	W/4	Josh @ 377-60.com
J.I.M. Paving	Darryl	367 doutens DL princelon wu	304 425 5445	N/A	Sales @ Jand Mpaving. com
Swope Construction Co.	Jack LINVILLE	1325 Bluefield AVE Bluefield, WV 24701	304-325- 8146	NA	biddswopeco.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.

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ GSD2500000030

Date of Pre-Bid Meeting: 4/22/2025

Location of Prebid Meeting: Bldg. 4 6th Floor Conference Rm.

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
WV Paryng	Steven Boggs	2950 Charles five Dunbar, in 25064	(681)317-3038	(30) 768-9351	sboggs@wupawing.com
	•				

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

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ GSD2500000030

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

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

Addendum Numbers Received: (Check the box next to each addendum received)
Addendum No. 1 Addendum No. 6 Addendum No. 7 Addendum No. 3 Addendum No. 8 Addendum No. 4 Addendum No. 9 Addendum No. 5 Addendum No. 10
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.
Company
Authorized Signature
Date
NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.