



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

## Solicitation

NUMBER

WSH14046

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER  
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

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BBL CARLTON, LLC  
600 KANAWHA BLVD., EAST  
SUITE 200  
CHARLESTON, WV 25301

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HEALTH AND HUMAN RESOURCES  
WILLIAM R. SHARPE JR. HOSPITAL  
936 SHARPE HOSPITAL ROAD  
WESTON, WV  
26452 304-269-1210

DATE PRINTED

08/29/2013

BID OPENING DATE:

10/03/2013

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU OF BEHAVIORAL HEALTH AND HEALTH FACILITIES REQUEST A QUOTE TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENTS, SUPPLIES AND TRANSPORTATION TO RENOVATE THE HVAC AT WILLIAM R. SHARPE, JR. HOSPITAL LOCATED AT 936 SHARPE HOSPITAL ROAD, WESTON, WV PER THE DRAWINGS, PLANS AND SPECIFICATIONS.</p> <p>PLANS AND PROJECT MANUAL MAY BE OBTAINED FOR A NON-REFUNDABLE DEPOSIT OF \$750.00 (WHICH INCLUDES SHIPPING AND HANDLING) PER SET. CONTACT THE ARCHITECT FOR THE PROJECT BELOW:</p> <p>ZDS DESIGN/CONSULTING SERVICES 91 SMILEY DRIVE ST. ALBANS, WV 25177 PH: 304-755-0075</p> <p>MANDATORY PRE-BID MEETING: 09/12/2013 AT 9:00 A.M.</p> <p>LOCATION: LOBBY ANNEX WILLIAM R. SHARPE JR. HOSPITAL 936 SHARPE HOSPITAL ROAD WESTON, WV 26452</p> <p>PLEASE PROVIDE TWO (2) CONVENIENCE COPIES WITH BID.</p> <p>BID OPENING IS SCHEDULED ON: 10/03/2013 @ 1:30 P.M. (SEE INSTRUCTIONS TO BIDDERS)</p> <p>10/22/13 01:12:31 PM West Virginia Purchasing Division</p>						

SIGNATURE

*Charles Moore*

TELEPHONE

304.345.1300

DATE

10/22/13

TITLE

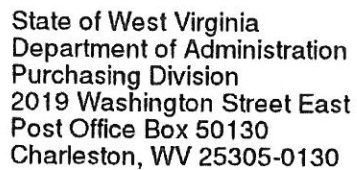
VICE PRESIDENT

FEIN

31-1540-659

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



NUMBER
WSH14046

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

RFQ COPY  
TYPE NAME/ADDRESS HERE

**VENDOR**

HEALTH AND HUMAN RESOURCES  
WILLIAM R. SHARPE JR. HOSPITAL

936 SHARPE HOSPITAL ROAD  
WESTON, WV  
26452 304-269-1210

SHIP TO

DATE PRINTED
08/29/2013

BID OPENING DATE: 10/03/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		031-06		
	PROVIDE HVAC TO 50 BED EXPANSION AND RENOVATION TO					
0002	2	YR		031-06		
	24 MONTH COMPREHENSIVE MAINTENANCE FROM SUBSTANTIAL					
***** THIS IS THE END OF RFQ WSH14046 ***** TOTAL:						

SIGNATURE		TELEPHONE	DATE
TITLE		FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

### INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

- ☐ A pre-bid meeting will not be held prior to bid opening.
- ☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

- ☒ A MANDATORY PRE-BID meeting will be held at the following place and time:  
 September 12, 2013 at 9:00am, Lobby Annex  
 William R. Sharpe Jr. Hospital  
 936 Sharpe Hospital Road  
 Weston, WV 26452

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: September 17, 2013

Submit Questions to: Roberta Wagner  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: 304-558-3970  
Email: Roberta.A.Wagner@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130



The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: ROBERTA WAGNER  
 SOLICITATION NO.: WSH14046  
 BID OPENING DATE: 10/22/13  
 BID OPENING TIME: 1:30 pm  
 FAX NUMBER: 304-345-1304

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical  
☒ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: October 3, 2013 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☐ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_  
and extends for a period of \_\_\_\_\_ year(s).

**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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ 912 days (as defined in the specifications) \_\_\_\_\_ days.

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

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

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 are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

6. **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.

7. **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.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☒ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☒ **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 issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☒ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:**

\$2,000,000.00 minimum (see specs) or more.

**Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

General Property Damage - \$2,000,000.00 minimum



The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☒ West Virginia Contractors License

☐
☐
☐

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or



other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount  
for

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.

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

**14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

**15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**16. 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.

**17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

**18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **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.
24. **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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **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.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**38. [RESERVED]**

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

**40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

**42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state



repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

**52. 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.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

**53. 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.

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

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 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 Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: BBL CARBON LLC

Contractor's License No. WV028886

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

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.

**2.1 DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may 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.

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

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;

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

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

3. **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 AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
  - a. **Required Information.** The subcontractor list shall contain the following information:
    - i. Bidder's name
    - ii. Name of each subcontractor
    - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
    - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
  - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
  - 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 bill fails, is unable, or refuses to perform his subcontract.

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



**ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)**

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda:
  - a. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
4. **AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 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.

REQUEST FOR QUOTATION  
WSH14046 for HVAC RENOVATIONS  
TO WILLIAM R. SHARPE, JR. HOSPITAL

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0024

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health & Human Resources, Bureau for Behavioral Health and Health Facilities for William R. Sharpe, Jr. Hospital located in Weston, WV to establish a contract for the provision of all labor, material, equipment, supplies and transportation to renovate the HVAC systems at William R. Sharpe, Jr. Hospital per the detailed specifications and drawings provided.
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.
  - 2.1 **“Contract Services”** means to renovate the HVAC systems at the William R. Sharpe, Jr. Hospital, including providing mechanical, electrical, plumbing systems and related work up to the new 50 bed addition.
  - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Pages are attached hereto as Exhibit A.
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as WSH14046.
3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:
  - 3.1. All vendors bidding on this project must hold a valid West Virginia Contractors License.
  - 3.2. The successful vendor must also furnish any additional licenses or certifications contained in the specifications prior to the contract award.
4. **MANDATORY REQUIREMENTS:**
  - 4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements provided within the drawings and specifications provided by the Engineer, ZDS Design/Consulting Services, for the Owner.

REQUEST FOR QUOTATION  
WSH14046 for HVAC RENOVATIONS  
TO WILLIAM R. SHARPE, JR. HOSPITAL

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4.1.1.1 Vendor will provide all labor, material, equipment, supplies and transportation to renovate the HVAC systems at William R. Sharpe, Jr. Hospital per the detailed specifications and drawings provide by the Engineer, ZDS Design/Consulting Services for the Owner..

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2 Pricing Page:** Vendor should complete the Pricing Pages by providing a cost for the base bid of the HVAC systems renovations, cost of the comprehensive maintenance and unit prices of all items from 1 – 26 on the Pricing Pages. Vendor should complete the Pricing Pages in full as failure to complete the Pricing Pages in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

**6. 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. Vendor shall deliver the contract items within nine hundred twelve (912) calendar days of receipt of the notice to proceed with a substantial completion date within eight hundred sixty-seven (867) calendar days of the receipt of the notice to proceed. This work shall be further defined in this order as: All HVAC mechanical, electrical, plumbing systems and related work requirements up to the 50 Bed Addition must be completed by March 31, 2014; All work that provides fully functional and permanent chilled water, heating hot water, domestic hot water, emergency power and other systems within the Central Utility Plant for the entire facility shall be completed no later than May 1, 2014; All work coordinated and performed within the main kitchen of the facility in conjunction with the Contractor performing the work under the 50 Bed Addition, shall be completed no later than March 31, 2014, in accordance with the specifications and requirements of this project as defined within.

REQUEST FOR QUOTATION  
WSH14046 for HVAC RENOVATIONS  
TO WILLIAM R. SHARPE, JR. HOSPITAL

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7. **PAYMENT:** Agency shall pay progress payments in accordance with the detailed specifications provided by the Engineer, ZDS Design/Consulting Services and approved by the Owner, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION  
WSH14046 for HVAC RENOVATIONS  
TO WILLIAM R. SHARPE, JR. HOSPITAL

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0027

**10. VENDOR DEFAULT:**

**10.1.** The following shall be considered a vendor default under this Contract.

**10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

**10.1.2.** Failure to comply with other specifications and requirements contained herein.

**10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**10.1.4.** Failure to remedy deficient performance upon request.

**10.2.** The following remedies shall be available to Agency upon default.

**10.2.1.** Cancellation of the Contract.

**10.2.2.** Cancellation of one or more release orders issued under this Contract.

**10.2.3.** Any other remedies available in law or equity.

**10.2.4.** The successful contractor agrees that from the compensation otherwise to be paid, the Owner, may retain a sum in accordance with the following schedule for each day thereafter, Sundays, and holidays included, that the work remains incomplete, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the contractor to complete the work at the stipulated time, and the sum is not to be construed in any sense a penalty. The successful contractor shall also pay any additional fees that the Engineer and the Engineer's consultants may accrue. Liquidated Damages and Retainage Fees shall be as follows:

**10.2.4.1.** If Substantial Completion is not obtained within eight hundred sixty-seven (867) calendar days of the Notice to Proceed at the rate of: \$3,000/day.

**10.2.4.2.** Failure to complete work required to provide all services to the 50-Bed Addition including the work in the existing kitchen area by March 31, 2014: \$3,000/day.

**10.2.4.3.** Failure to complete work required to provide sufficient fully functional permanent services in the Central Utility Plant area to serve the entire Hospital by May 1, 2014: \$3,000/day.

The Owner will suffer financial loss if the Work is not complete within the Contract Times indicated. Allowance may be made for delays due to shortages of materials and/or energy resources, subject to proof by

REQUEST FOR QUOTATION  
WSH14046 for HVAC RENOVATIONS  
TO WILLIAM R. SHARPE, JR. HOSPITAL

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0028

documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor and approved by the Engineer/Owner.

**11. MISCELLANEOUS:**

**11.1. 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: Charles Moore  
Telephone Number: 304-345-1300  
Fax Number: 304-345-1304  
Email Address: cmoore@bbline.com



West Virginia Department of  
Health and Human Resources

William R. Sharpe, Jr. Hospital  
HVAC Renovations

Last revised 06-14-13

**EXHIBIT A**

**PRICING PAGES**

**OWNER:** West Virginia Department of Health & Human Resources  
Charleston, West Virginia

**PROJECT:** HVAC Renovations for:

William R. Sharpe, Jr. Hospital - Weston, West Virginia

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the Project, hereby proposes to furnish all labor, material, equipment, supplies and transportation, and to perform all Work in accordance with the Bidding Documents for the sum of:

**BASE BID:** \_\_\_\_\_

\$ \_\_\_\_\_  
(Bid amount should be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail.)

Note: Base Bid shall include Cost to provide twenty-four (24) months (from Substantial Completion Date) of Comprehensive Maintenance as detailed in Section 200000A-1.48. The Cost associated with this Comprehensive Maintenance is the sum of:

**COMPREHENSIVE MAINTENANCE:**

\_\_\_\_\_  
\$ \_\_\_\_\_  
(Bid amount should be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail.)

All work to complete the Renovations as defined on the construction documents must attain Substantial Completion within eight-hundred sixty-seven (867) calendar days and Final Completion within an additional forty-five (45) calendar days for a combined total of nine-hundred twelve (912) calendar days from the Owner's written Notice to Proceed.

The Bidder agrees that all work required, whether temporary or permanent connections, to provide chilled water, heating hot water, domestic hot water, emergency power and other systems up to the new 50-Bed Addition as well as maintain heating and cooling to the occupied portions of the existing facility must be completed no later than March 31, 2014. This includes the piping and conduit systems across the roof and coordination of all tie-in's with the Contractor for the 50-Bed Addition Project. The Bidder further agrees that all work necessary to be coordinated and performed within the main kitchen of the facility in conjunction with the Contractor performing the work under the 50-Bed Addition shall be complete no later than March 31, 2014.

Last revised 06-14-13

The Bidder agrees that all work required that provides fully functional and permanent chilled water, heating hot water, domestic hot water, emergency power and other systems within the Central Utility Plant for the entire facility shall be complete no later than May 1, 2014.

**UNIT PRICES:** All Bidders must complete the following unit pricing which can be added or deducted from the contract amount. Refer to Division 1, Section 012200 – "Unit Prices" for detailed descriptions of each unit price listed.

<b>Item #1:</b>	<b>LIGHTING FIXTURE TYPE "A"</b>	<b>Amount = \$</b> _____
<b>Item #2:</b>	<b>LIGHTING FIXTURE TYPE "A1"</b>	<b>Amount = \$</b> _____
<b>Item #3:</b>	<b>LIGHTING FIXTURE TYPE "C"</b>	<b>Amount = \$</b> _____
<b>Item #4:</b>	<b>LIGHTING FIXTURE TYPE "C1"</b>	<b>Amount = \$</b> _____
<b>Item #5:</b>	<b>LIGHTING FIXTURE TYPE "F"</b>	<b>Amount = \$</b> _____
<b>Item #6:</b>	<b>LIGHTING FIXTURE TYPE "F1"</b>	<b>Amount = \$</b> _____
<b>Item #7:</b>	<b>LIGHTING FIXTURE TYPE "G"</b>	<b>Amount = \$</b> _____
<b>Item #8:</b>	<b>LIGHTING FIXTURE TYPE "M"</b>	<b>Amount = \$</b> _____
<b>Item #9:</b>	<b>LIGHTING FIXTURE TYPE "X1"</b>	<b>Amount = \$</b> _____
<b>Item #10:</b>	<b>LIGHTING FIXTURE TYPE "X2"</b>	<b>Amount = \$</b> _____
<b>Item #11:</b>	<b>OCCUPANCY SENSOR</b>	<b>Amount = \$</b> _____
<b>Item #12:</b>	<b>OCCUPANCY SENSOR POWER PACK</b>	<b>Amount = \$</b> _____
<b>Item #13:</b>	<b>OCCUPANCY SENSOR SWITCH PACK</b>	<b>Amount = \$</b> _____
<b>Item #14:</b>	<b>FIRE ALARM MANUAL PULL STATION</b>	<b>Amount = \$</b> _____
<b>Item #15:</b>	<b>FIRE ALARM SMOKE DETECTOR</b>	<b>Amount = \$</b> _____
<b>Item #16:</b>	<b>FIRE ALARM SPEAKER</b>	<b>Amount = \$</b> _____

Last revised 06-14-13

<b>Item #17:</b>	<b>FIRE ALARM STROBE</b>	<b>Amount = \$</b> _____
<b>Item #18:</b>	<b>FIRE ALARM SPEAKER/STROBE</b>	<b>Amount = \$</b> _____
<b>Item #19:</b>	<b>PENETRATION FIRESTOPPING – TOP OF FIRE-RATED WALLS</b>	<b>Amount = \$</b> _____
<b>Item #20:</b>	<b>PENETRATION FIRESTOPPING – PENETRATIONS IN FIRE-RATED WALLS</b>	<b>Amount = \$</b> _____
<b>Item #21:</b>	<b>JOINT SEALANT – EXISTING SMOKE PARTITIONS</b>	<b>Amount = \$</b> _____
<b>Item #22:</b>	<b>ACOUSTICAL PANEL CEILINGS – TYPE ACT-1</b>	<b>Amount = \$</b> _____
<b>Item #23:</b>	<b>ACOUSTICAL PANEL CEILINGS – TYPE ACT-2</b>	<b>Amount = \$</b> _____
<b>Item #24:</b>	<b>PAINTING FOR GYPSUM BOARD SUBSTRATE</b>	<b>Amount = \$</b> _____
<b>Item #25:</b>	<b>PAINTING FOR CMU SUBSTRATE</b>	<b>Amount = \$</b> _____
<b>Item #26:</b>	<b>PATCHING OF EXISTING GYPSUM BOARD</b>	<b>Amount = \$</b> _____

RESPECTFULLY SUBMITTED:

SIGNATURE: Charles Moore DATE: 10/22/13

NAME: Charles Moore, V.P.

FIRM NAME: BBL CARLTON LLC

FIRM ADDRESS: 600 KANAWHA BLVD., EAST

SUITE 200

CHARLESTON, WV 25301

TELEPHONE: 304-345-1300

**CONTRACT TIME:**

Substantial Completion **within eight-hundred sixty-seven (867) calendar days from Notice to Proceed.**

Final Construction Completion and Owner Acceptance **within nine-hundred twelve (912) calendar days from Notice to Proceed.**

Contractor's License Number: WV028886

**LIQUIDATED DAMAGES:** Refer to the RFQ for Liquidated Damages on this project.

**AUTHORITY AND RESPONSIBILITY OF THE ENGINEER:**

The Engineer shall decide any and all questions that may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the contractor.

**SUCCESSORS AND ASSIGNS:**

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without consent of the other party.

***BIDDER'S CERTIFICATION***

The Bidder hereby acknowledges that the following representations in this Proposal are material and not mere recitals:

1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
2. The Bidder represents that the Proposal is based upon the Standards specified by the Contract Documents.
3. Bidder has visited the site, has become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation of the Contract Documents.
4. The Bidder shall make a good faith effort to ensure that all the Bidder employees, while working on Owner's property, shall not purchase, transfer, use or possess tobacco products, illegal drugs, alcohol, abuse prescription drugs in any way.

Last revised 06-14-13

5. Bidder agrees to furnish any information requested by the Owner/Engineer to evaluate the responsibility of the Bidder.
6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint Proposal, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief:
  - 6.1 The Proposal has been prepared independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Proposal.
  - 6.2 Unless otherwise required by law, the costs, which have been quoted in the Proposal, have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the Proposal deadline, directly or indirectly, to any other Bidder that would have any interest in the Proposal costs.
  - 6.3 No attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

The bidder must furnish a copy of their Contractor's Licenses or their Contractor's License Number with their bid. Failure to provide will result in the disqualification of the bid.

END OF SECTION 001120



State of West Virginia

## PURCHASING DIVISION

### Construction Bid Submission Review Form

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*This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.*

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#### Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

#### Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).



**BID BOND PREPARATION INSTRUCTIONS**

AGENCY (A) \_\_\_\_\_  
RFQ/RFP# (B) \_\_\_\_\_

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_ (C) of \_\_\_\_\_ (D) \_\_\_\_\_ (E) as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G) \_\_\_\_\_ (H), a corporation organized and existing under the laws of the State of \_\_\_\_\_ (I) with its principal office in the City of \_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Oblige, in the penal sum of \_\_\_\_\_ (K) (\$ \_\_\_\_\_ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for \_\_\_\_\_

\_\_\_\_\_ (M) \_\_\_\_\_

**NOW THEREFORE**

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Oblige may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20 \_\_\_\_\_ (P).

Principal Seal \_\_\_\_\_ (O)  
(Name of Principal)

(R)

By \_\_\_\_\_ (S)  
(Must be President, Vice President, or Duly Authorized Agent)

\_\_\_\_\_ (T)  
Title

Surety Seal \_\_\_\_\_ (V)  
(Name of Surety)

(U)

\_\_\_\_\_ (W)  
Attorney-in-Fact

NOTE 1: **Dated Power of Attorney with Surety Seal must accompany this bid bond.**

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

Agency \_\_\_\_\_  
 REQ.P.O# \_\_\_\_\_

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
 \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
 \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
 \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
 of West Virginia, as Oblige, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
 well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
 Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### NOW THEREFORE,

(a) If said bid shall be rejected, or  
 (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
 attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
 the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
 full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
 event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
 way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby  
 waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
 Surety, or by Principal individually if Principal is an individual, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal Seal

\_\_\_\_\_  
 (Name of Principal)

By \_\_\_\_\_  
 (Must be President, Vice President, or  
 Duly Authorized Agent)

\_\_\_\_\_  
 (Title)

Surety Seal

\_\_\_\_\_  
 (Name of Surety)

\_\_\_\_\_  
 Attorney-in-Fact

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

EXHIBIT A

PRICING PAGES

OWNER: West Virginia Department of Health & Human Resources  
Charleston, West Virginia

PROJECT: HVAC Renovations for:

William R. Sharpe, Jr. Hospital - Weston, West Virginia

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the Project, hereby proposes to furnish all labor, material, equipment, supplies and transportation, and to perform all Work in accordance with the Bidding Documents for the sum of:

BASE BID: THIRTY FOUR MILLION SIXTY FIVE THOUSAND

\$ 34,065,000

(Bid amount should be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail.)

Note: Base Bid shall include Cost to provide twenty-four (24) months (from Substantial Completion Date) of Comprehensive Maintenance as detailed in Section 200000A-1.48. The Cost associated with this Comprehensive Maintenance is the sum of:

COMPREHENSIVE MAINTENANCE:

FOUR HUNDRED FIFTY THOUSAND DOLLARS

\$ 450,000

(Bid amount should be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail. This sum shall be divided into 24 equal monthly amounts of \$ 18,750.00 and invoiced directly to the WVDHHR project manager each month.)

All work to complete the Renovations as defined on the construction documents must attain Substantial Completion within eight-hundred sixty-seven (867) calendar days and Final Completion within an additional forty-five (45) calendar days for a combined total of nine-hundred twelve (912) calendar days from the Owner's written Notice to Proceed.

The Bidder agrees that all work required, whether temporary or permanent connections, to provide chilled water, heating hot water, domestic hot water, emergency power and other systems up to the new 50-Bed Addition as well as maintain heating and cooling to the occupied portions of the existing facility must be completed no later than ~~March 31, 2014~~ May 1, 2014. This includes the piping and conduit systems across the roof and coordination of all tie-in's with the Contractor for the 50-Bed Addition Project. The Bidder further agrees that all work necessary to be coordinated and performed within the

ADDENDUM #2 – SEPTEMBER 30, 2013

main kitchen of the facility in conjunction with the Contractor performing the work under the 50-Bed Addition shall be complete no later than ~~March 31, 2014~~ May 1, 2014.

The Bidder agrees that all work required that provides fully functional and permanent chilled water, heating hot water, domestic hot water, emergency power and other systems within the Central Utility Plant for the entire facility shall be complete no later than May 1, 2014.

**UNIT PRICES:** All Bidders must complete the following unit pricing which can be added or deducted from the contract amount. Refer to Division 1, Section 012200 – "Unit Prices" for detailed requirements regarding unit prices.

Item #1:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "A" Amount = \$ 1,400<sup>00</sup>

Item #2:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "A1" Amount = \$ 1,475<sup>00</sup>

Item #3:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "C" Amount = \$ 1,700<sup>00</sup>

Item #4:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "C1" Amount = \$ 2,000<sup>00</sup>

Item #5:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "F" Amount = \$ 795<sup>00</sup>

Item #6:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "F1" Amount = \$ 925<sup>00</sup>

Item #7:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "G" Amount = \$ 850<sup>00</sup>

Item #8:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "M" Amount = \$ 1,050<sup>00</sup>

Item #9:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "X1" Amount = \$ 825<sup>00</sup>

Item #10:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "X2" Amount = \$ 895<sup>00</sup>

ADDENDUM #2 – SEPTEMBER 30, 2013

Item #11:

FURNISH AND INSTALL ONE (1) OCCUPANCY SENSOR:

DESCRIPTION: ONE LIGHTING OCCUPANCY SENSOR  
INCLUDING CONDUIT, 100 FEET OF WIRING, COMPLETELY  
INSTALLED, TERMINATED AND FULLY OPERATIONAL  
ACCORDING TO SPECIFICATION SECTION 260924  
"OCCUPANCY SENSORS."

Amount = \$ 600<sup>03</sup>

Item #12:

FURNISH AND INSTALL ONE (1) OCCUPANCY SENSOR POWER PACK:

DESCRIPTION: ONE OCCUPANCY SENSOR SYSTEM  
POWER PACK/SUPPLY INCLUDING ELECTRICAL POWER  
PROVISIONS, CONDUIT, 100 FEET OF WIRING, COMPLETELY  
INSTALLED, TERMINATED AND FULLY OPERATIONAL  
ACCORDING TO SPECIFICATION SECTION 260924  
"OCCUPANCY SENSORS."

Amount = \$ 145<sup>04</sup>

Item #13:

FURNISH AND INSTALL ONE (1) OCCUPANCY SENSOR SWITCH PACK:

DESCRIPTION: ONE OCCUPANCY SENSOR SWITCH PACK  
INCLUDING CONDUIT, 100 FEET OF WIRING, COMPLETELY  
INSTALLED, TERMINATED AND FULLY OPERATIONAL  
ACCORDING TO SPECIFICATION SECTION 260924  
"OCCUPANCY SENSORS."

Amount = \$ 450<sup>04</sup>

ITEM #14:

FURNISH AND INSTALL ONE (1) FIRE ALARM MANUAL PULL STATION:

DESCRIPTION: ONE PULL STATION INCLUDING CONDUIT,  
BOX AND 100 FEET OF WIRING, COMPLETELY INSTALLED,  
TERMINATED AND FULLY OPERATIONAL AND COMPATIBLE  
WITH EXISTING DEVICES.

Amount = \$ 650<sup>04</sup>

Item #15:

FURNISH AND INSTALL ONE (1) FIRE ALARM SMOKE DETECTOR:

DESCRIPTION: ONE SMOKE DETECTOR INCLUDING CONDUIT,  
BOX AND 100 FEET OF WIRING, COMPLETELY INSTALLED,  
TERMINATED AND FULLY OPERATIONAL AND COMPATIBLE  
WITH EXISTING DEVICES.

Amount = \$ 550<sup>04</sup>

ADDENDUM #2 – SEPTEMBER 30, 2013

Item #16:

FURNISH AND INSTALL ONE (1) FIRE ALARM SPEAKER:

DESCRIPTION: ONE SPEAKER INCLUDING CONDUIT, BOX  
AND 100 FEET OF WIRING, COMPLETELY INSTALLED,  
TERMINATED AND FULLY OPERATIONAL AND COMPATIBLE  
WITH EXISTING DEVICES.

Amount = \$ 475<sup>00</sup>

Item #17:

FURNISH AND INSTALL ONE (1) FIRE ALARM STROBE:

DESCRIPTION: ONE STROBE INCLUDING CONDUIT, BOX  
AND 100 FEET OF WIRING, COMPLETELY INSTALLED,  
TERMINATED AND FULLY OPERATIONAL AND COMPATIBLE  
WITH EXISTING DEVICES.

Amount = \$ 500<sup>00</sup>

Item #18:

FURNISH AND INSTALL ONE (1) FIRE ALARM SPEAKER/STROBE:

DESCRIPTION: ONE SPEAKER/STROBE INCLUDING CONDUIT,  
BOX AND 100 FEET OF WIRING, COMPLETELY INSTALLED,  
TERMINATED AND FULLY OPERATIONAL AND COMPATIBLE  
WITH EXISTING DEVICES.

Amount = \$ 550<sup>00</sup>

Item #19:

PENETRATION FIRESTOPPING – TOP OF FIRE-RATED WALLS:

DESCRIPTION: APPLY ADDITIONAL FIRE-SEALANT AT TOP OF  
FIRE-RATED PARTITIONS AS DIRECTED BY THE ENGINEER,  
ACCORDING TO SECTION 078413 "PENETRATION FIRESTOPPING."

UNIT OF MEASUREMENT: LINEAR FOOT OF SEALANT

Amount = \$ 12<sup>10</sup>

Item #20:

PENETRATION FIRESTOPPING – PENETRATIONS IN FIRE-RATED WALLS:

DESCRIPTION: APPLY ADDITIONAL FIRE-SEALANT AT EACH  
PENETRATION IN FIRE-RATED PARTITIONS AS DIRECTED BY  
ENGINEER, ACCORDING TO SECTION 078413 "PENETRATION  
FIRESTOPPING."

UNIT OF MEASUREMENT: EACH

Amount = \$ 121<sup>00</sup>



ADDENDUM #2 – SEPTEMBER 30, 2013

Item #21:

JOINT SEALANT – EXISTING SMOKE PARTITIONS:

DESCRIPTION: APPLY ADDITIONAL SEALANT TO EXISTING  
SMOKE PARTITIONS AS DIRECTED BY ENGINEER, ACCORDING  
TO SECTION 079200 "JOINT SEALANTS."

UNIT OF MEASUREMENT: LINEAR FOOT OF SEALANT

Amount = \$ 9<sup>50</sup>

Item #22:

ACOUSTICAL PANEL CEILINGS – TYPE ACT-1:

DESCRIPTION: INSTALL ADDITIONAL CEILING TYPE ACT-1  
AS DIRECTED BY ENGINEER, ACCORDING TO SECTION 095113  
"ACOUSTICAL PANEL CEILING."

UNIT OF MEASUREMENT: 100 SQUARE FEET

Amount = \$ 636<sup>00</sup>

Item #23:

ACOUSTICAL PANEL CEILINGS – TYPE ACT-2:

DESCRIPTION: INSTALL ADDITIONAL CEILING SYSTEM TYPE  
ACT-2 AS DIRECTED BY ENGINEER, ACCORDING TO SECTION  
095113 "ACOUSTICAL PANEL CEILING."

UNIT OF MEASUREMENT: 100 SQUARE FEET

Amount = \$ 766<sup>00</sup>

Item #24:

PAINTING FOR GYPSUM BOARD SUBSTRATE:

DESCRIPTION: PROVIDE ADDITIONAL PRIMING AND PAINTING  
OF GYPSUM BOARD SUBSTRATE AS DIRECTED BY ENGINEER,  
ACCORDING TO SECTION 095113 "INTERIOR PAINTING."

UNIT OF MEASUREMENT: 100 SQUARE FEET.

Amount = \$ 127<sup>00</sup>

Item #25:

PAINTING FOR CMU SUBSTRATE:

DESCRIPTION: PROVIDE ADDITIONAL PRIMING AND PAINTING  
FOR CMU SUBSTRATE AS DIRECTED BY ENGINEER, ACCORDING  
TO SECTION 095113 "INTERIOR PAINTING."

UNIT OF MEASUREMENT: 100 SQUARE FEET

Amount = \$ 150<sup>00</sup>

ADDENDUM #2 – SEPTEMBER 30, 2013

Item #26:

PATCHING OF EXISTING GYPSUM BOARD:

DESCRIPTION: PROVIDE ADDITIONAL PATCHING OF GYPSUM BOARD OVER EXISTING FRAMING WITH ONE LAYER OF 5/8" TYPE X GYPSUM BOARD, SCREWS, TAPE, MUD, WITH TYPE 2 FINISH, PATCH TO BE SMOKE TIGHT. PATCHING, ACCORDING TO SECTION 092900 "GYPSUM BOARD."

UNIT OF MEASUREMENT: 2'-0" X 2'-0" (4 SQUARE FEET)  
PER PATCH

Amount = \$ 205<sup>00</sup>

RESPECTFULLY SUBMITTED:

SIGNATURE: Charles Moore DATE: 10/22/13

NAME: CHARLES MOORE, VICE PRESIDENT

FIRM NAME: BBL CARLTON, LLC

FIRM ADDRESS: 600 KANAWHA BLVD., EAST

SUITE 200

CHARLESTON, WV 25301

TELEPHONE: (304) 345-1300

**ADDENDUM #2 – SEPTEMBER 30, 2013**

**CONTRACT TIME:**

Substantial Completion within eight-hundred sixty-seven (867) calendar days from Notice to Proceed.

Final Construction Completion and Owner Acceptance within nine-hundred twelve (912) calendar days from Notice to Proceed.

Contractor's License Number: WV028886

**LIQUIDATED DAMAGES:** Refer to the RFQ for Liquidated Damages on this project.

**AUTHORITY AND RESPONSIBILITY OF THE ENGINEER:**

The Engineer shall decide any and all questions that may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the contractor.

**SUCCESSORS AND ASSIGNS:**

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without consent of the other party.

***BIDDER'S CERTIFICATION***

The Bidder hereby acknowledges that the following representations in this Proposal are material and not mere recitals:

1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
2. The Bidder represents that the Proposal is based upon the Standards specified by the Contract Documents.
3. Bidder has visited the site, has become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation of the Contract Documents.
4. The Bidder shall make a good faith effort to ensure that all the Bidder employees, while working on Owner's property, shall not purchase, transfer, use or possess tobacco products, illegal drugs, alcohol, abuse prescription drugs in any way.

**ADDENDUM #2 – SEPTEMBER 30, 2013**

5. Bidder agrees to furnish any information requested by the Owner/Engineer to evaluate the responsibility of the Bidder.
6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint Proposal, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief:
  - 6.1 The Proposal has been prepared independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Proposal.
  - 6.2 Unless otherwise required by law, the costs, which have been quoted in the Proposal, have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the Proposal deadline, directly or indirectly, to any other Bidder that would have any interest in the Proposal costs.
  - 6.3 No attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

The bidder must furnish a copy of their Contractor's Licenses or their Contractor's License Number with their bid. Failure to provide will result in the disqualification of the bid.

END OF SECTION 001120

**BID FORM #1**

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

The undersigned (Vendor, Contractor) certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit) cooperative agreement, loan guarantee, or loan insurance.
2. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress, in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, and undersigned assures that it will complete an submit Standard Form -LLL, "Disclosure of Lobbying Activities" Rev. 7-07; and
3. The undersigned understands that the language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans (including a line of credit) cooperative agreements, loan guarantees, and loan insurance.

Undersigned understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C 1352. The undersigned also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The (Vendor, Contractor) BBL CARLTON, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (Vendor, Contractor) understands and agrees that the provisions of 31 U.S.C §§ 3801et seq., apply to this certification and disclosure.

10/22/13  
Date

Charles Moore  
Authorized Signature

VICE PRESIDENT  
Title

BID FORM #2

NON-COLLUSION AFFIDAVIT

TO: OWNER THE STATE OF WEST VIRGINIA, Department of Health and Human Resources.

The undersigned bidder, by its officers, agents, or representatives, being duly sworn, on their oaths say that neither they nor any of them, have, in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of the **State of West Virginia** whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid, or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person, in any way or manner, any of the proceeds of the contract sought by this bid.

CHARLES MOORE, VICE PRESIDENT

*Charles Moore*

(Bidder or Agent)

For: BBL CARLTON, LLC

600 KAHAWHA BLVD. EAST, SUITE 200

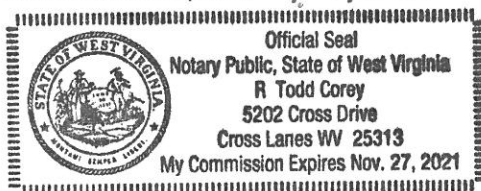
CHARLESTON, WV 25301

(Firm or Corporation)

Subscribed and sworn to before me by CHARLES MOORE

this 22<sup>ND</sup> day of OCTOBER 20 013

My commission expires: 11/27/2021



*R. Todd Corey*

(Notary Public)





State of West Virginia  
Department of Administration  
Purchasing Division

## EMPLOYMENT HISTORY DISCLOSURE STATEMENT

Vendor shall identify any other work, similar or otherwise currently being performed for any agency, institution, educational facility, city, county, municipality or political subdivision of the State of West Virginia. The State of West Virginia is concerned that current work could logically prevent the vendor from responsibly completing the referenced contract.

The state of West Virginia reserves the sole and exclusive right to reject the bid of any vendor when the state believes any current work could logically prevent the vendor from successfully completing the bid/contract in question. Failure to provide or disclose the required information listed shall be grounds for immediate disqualification/cancellation of the contract.

Below, the vendor shall provide the agency name, effective dates, value, general description and time required to fulfill the duties of each contract.

<u>Agency Name</u>	<u>Effective Dates</u>	<u>Value</u>	<u>General Description</u>	<u>Time Required Per Week</u>
WVHEPC	COMPLETE 10/2013	\$30.2 MILLION	RENOV. & ADDITION TO BLDG. 2000	8 hr
PLEASANT COUNTY	COMPLETE 12/2014	\$24 MILLION	CM FOR NEW ST. MARY'S HS.	24 hr
GLENVIEW STATE	4/2014	\$21.7 MILLION	GC FOR NEW SPORTS ARENA & CLASSROOM	40 hr
CALHOUN COUNTY	11/2013	\$6.3 MILLION	GC FOR NEW ELEM. SCHOOL, ARROWSBURG, W.	40 hr
MARSHALL UNIVERSITY	12/2014	\$47.8 MILLION	GC FOR NEW ENGINEERING BUILDING	40 hr

☐ Check here if additional sheets are attached

I certify that the statements made above are true and accurate.

Charles Moore  
Printed Name

10/22/13  
Date

Charles Moore  
Signature



## CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certified under oath that the information provided herein is true and sufficiently complete so as not to be misleading. This document should be submitted by the successful bidder within three (3) days after the bid award and must be submitted prior to the Notice to Proceed for this Contract.

SUBMITTED BY: Firm Name:	BBL Carlton, LLC
Address:	600 Kanawha Blvd., East - Suite 200 Charleston, WV 25301
Phone:	(304) 345-1300
Fax:	(304) 345-1304
Email:	cmoore@bbblcarlton.com
Principal Office Location:	Charleston, WV

(INSERT PROJECT NAME): HVAC Renovations

William R. Sharpe, Jr. Hospital  
Weston, West Virginia



## CONTRACTOR'S QUALIFICATION STATEMENT

### TYPE OF WORK:

Site Preparation	_____	General Construction	<u>  X  </u>
Roofing	_____	Plumbing	_____
HVAC	_____	Sprinkler	_____
Electrical	_____	Other	_____

(File separate form for each Classification of Work)

### ORGANIZATION:

Please provide the following information concerning your organization:

TYPE OF ENTITY:      Corporation   X        Individual \_\_\_\_\_  
                                 Partnership \_\_\_\_\_      Other \_\_\_\_\_

### NAME OF PRINCIPAL, OWNERS OR PARTNERS:

Name	Position	Years of Service with Organization
<u>Kevin Gleason</u>	<u>President</u>	<u>14 Years</u>
<u>Charles Moore</u>	<u>VP</u>	<u>7 Years</u>
<u>R. Todd Corey</u>	<u>VP</u>	<u>5 Years</u>
<u>Stephen Obermayer</u>	<u>CFO</u>	<u>14 Years</u>

Number of years this organization has been in business? 40 Years

Have members of this organization operated under former names/businesses? If "yes," list name, type of entity and names of principal, owners or partners. Yes   X   No \_\_\_\_\_

Barry, Bette & Led Duke, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## CONTRACTOR'S QUALIFICATION STATEMENT

Provide a brief description of the general type of construction the firm performs.

Construction Management, Design/Build, General Construction, Health Care Facilities, Industrial Const., Retail Centers, Parking Garages, Hotels, Educational, Housing, Government Facilities, Const. Consulting.

Please indicate the work you intend to subcontract or perform for this project.

	Perform	Subcontract		Perform	Subcontract
Earthwork	<u>X</u>	<u>          </u>	Plumbing	<u>          </u>	<u>X</u>
Concrete	<u>X</u>	<u>          </u>	HVAC	<u>          </u>	<u>X</u>
Masonry	<u>          </u>	<u>X</u>	Electrical	<u>          </u>	<u>X</u>
Structural	<u>          </u>	<u>X</u>	Other <u>          </u>	<u>          </u>	<u>          </u>
Roofing	<u>          </u>	<u>X</u>	Other <u>          </u>	<u>          </u>	<u>          </u>
Sprinkler	<u>          </u>	<u>X</u>			

Please provide information regarding your company's participation in a drug program that meets the objectives, applicable laws and regulations for a drug free workplace including the use of tobacco and alcohol on school properties.

BBL Carlton is a member of LEAD (Drug Screening and Safety Training)-  
we perform random drug Testing and will comply with regulations set by  
the William R. Sharpe, Jr. Hospital. This program complies with the  
"West Virginia Alcohol and Drug-Free Workplace Act".

Please provide information regarding the experience and skill of the bidder's work force and that of the bidder's designated subcontractors. Attach additional information, if required. (Marked as Attachment \_\_.)

BBL Carlton, LLC and our Subcontractors are signatory with the local  
Building & Trades Unions and participate in their apprenticeship programs.



## CONTRACTOR'S QUALIFICATION STATEMENT

### EXPERIENCE:

If you have completed hospital construction work or similar construction, or completed work on DHHR projects, provide a list of projects with individual references that can verify the quality of your work, your ability to construct within budget and your ability to work within the proposed schedule. Attach additional information, if required. (Marked as Attachment \_\_.)

Project	Reference
<u>See attached AIA 305</u>	<u></u>
<u>Contractor's Qualification</u>	<u></u>
<u>Statement</u>	<u></u>

*Please list (marked as Attachment \_\_) all major construction projects (hospitals or other projects) your organization has in progress providing the name of project, owner, architect, contract amount, bonding company, insurance carrier, percentage complete and scheduled completion date.*

*Please list (marked as Attachment \_\_) major projects (hospitals or other projects) your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, bonding company, date of completion and percentage of the cost of the work performed with your own forces. Note whether or not each project was completed on schedule.*

### APPRENTICESHIP PROGRAM:

Please provide information regarding your company's and subcontractor's participation in a bonafide apprenticeship program that is approved by the U.S. Department of Labor, U.S. Bureau of Apprenticeship Training and is administered in compliance with the rules and regulations of the WV Department of Labor. [See DOL 42-7-3.1(i)] (Marked as Attachment \_\_)

### REGULATORY COMPLIANCE:

At any time during the past five years, has your firm, or any of its owners or officers been found in violation or in default in any of the following categories: (Attach detailed explanation for all Yes answers.)

Worker's Compensation Laws	Yes _____	No <u>  X  </u>
Unemployment Compensation Laws	Yes _____	No <u>  X  </u>
Federal and State Prevailing Wage Laws	Yes _____	No <u>  X  </u>
Fair Labor Standards Act	Yes _____	No <u>  X  </u>
Compliance with fringe benefit contributions	Yes _____	No <u>  X  </u>



## CONTRACTOR'S QUALIFICATION STATEMENT

(i.e., health insurance and pension benefits)

Immigration Reform and Control Act (IRCA)

Yes \_\_\_\_\_

No X

### INSURANCE AND BONDS:

Please list name of current insurance carrier and number of projects insured by carrier:

Insurance Carrier

Number of Projects

Travelers & Liberty Mutual

Over 25

(Marked as Attachment \_\_, if required)

Please list name of bonding company(s)/agent(s) utilized for projects constructed during the last five years:

Bonding Company

Bonding Company/Agent

Travelers Insurance Co.

Arthur J. Gallagher & Co.

P.O. Box 1099

Albany, NY 12201

### CLAIMS AND SUITS: (Attach detailed explanation for all Yes answers)

Has your organization ever failed to complete any Construction work it has been awarded?

Yes \_\_\_\_\_ No X (If the answer is yes, please describe in full)

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

Yes \_\_\_\_\_ No X ? (If the answer is yes, please describe in full)

Revised 9/11

Has there been in the last ten (10) years, or is there now pending or threatened, any litigation, arbitration, investigation, or governmental or regulatory proceeding involving claims in excess of





## CONTRACTOR'S QUALIFICATION STATEMENT

\$100,000 or requesting a declaratory judgment or injunctive relief with respect to the construction or operation of any building which your firm, its principals, predecessors or affiliates constructed?

Yes ☐ No ☒ Is there any potential claim, demand, litigation, arbitration, investigation, governmental proceeding or regulatory proceeding involving your firm, or its principals, predecessors or affiliates?

Yes ☐ No ☒ If the answer to either of the preceding questions is "yes," please describe in full in an attachment.

In addition to the litigation, arbitration, investigation or governmental or regulatory proceeding referred to in the preceding paragraphs, is there any litigation, arbitration, investigation or governmental or regulatory proceeding now pending or threatened to which your firm is or may be a party, or are you aware of any potential claim or demand, which might otherwise affect the capacity of your firm to perform with respect to your involvement with the West Virginia Department of Health and Human Resources, whether or not it concerns other work which you have undertaken?

Yes ☐ No ☒ If so, please describe in full.

Is your company currently in default on any departments to the state or political subdivisions that in aggregate exceeds \$1,000? See WV Code 5A-3-10a.

At any time during the past five (5) years has your firm, or any of its owners or officers, been debarred or otherwise deemed ineligible to bid on or be awarded a public works contract or perform work as a subcontractor on a public works contract, under the laws of the federal government, state, county or municipal authority? Yes ☐ No ☒

At any time during the last five (5) years has your firm, or any of its owners or officers, been convicted of a crime relating to the awarding of a contract for a public works construction project, or the bidding or performance of a public works project?

Is there any person owing ten (10) percent or more of this company, or officer of the company, that is currently, or at the time of the bid, on the Worker's Compensation Employer Violator System? If yes, provide name of individual. Yes ☐ No ☒

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### BANKRUPTCY:

Has your firm, its principals, predecessors, or affiliates been the subject of any proceeding under the federal bankruptcy laws or any other proceeding under state or federal law in which a court or government agency has assumed jurisdiction over any of the assets or business of your firm, its principals, predecessors or affiliates? Yes ☐ No ☒



## CONTRACTOR'S QUALIFICATION STATEMENT

If so, please identify the proceedings, the court or governmental body and the date such jurisdiction was assumed in an attachment. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FINANCIAL CONDITION:** \* See Attached AIA A305 Qualification Statement.

\*Financial Statements are required for every contractor and subcontractor working on a DHHR funded project. This confidential statement is kept on file in the DHHR office and is valid for one calendar year. Once expired, a new statement will be required as a condition of future bid awards. The Contractor Qualification Statement is considered incomplete unless this financial information is provided.

Please attach your organization's last two (2) years financial statements including your latest balance sheet and income statement showing the following:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

Name and address of firms attached financial statement and date thereof.



## CONTRACTOR'S QUALIFICATION STATEMENT

### CHANGE ORDER HISTORY:

Describe each instance within the last five (5) years where change orders applied for during construction amounted in the aggregate to more than five percent (5%) of the (Revised 6/09) contract price for any building which your firm constructed, or in which actual construction costs exceeded the contract price by more than five percent (5%). (Exclude owner requested change orders).

Marked as Attachment \_\_, if required) NONE

### Change Order/Construction

Project	Cost Overrun Amounts
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

### REFERENCES:

Please list below trade references:

Mr. Chris Knox, Engineer, City of Charleston

P.O. Box 2749, Charleston, WV 25330

Schenectady Hardware & Electric Inc.

P.O. Box 338, Schenectady, NY 12301 Attn: Chris Spraragen

Huntington National Bank, Mr. Bob Henson

P.O. Box 663, 900 Lee Street Charleston, WV 25322

Please list below bank references:

United Bank, Mr. John Neuner, II

500 Virginia St., East, Charleston, WV 25301 (304)348-8400

Key Bank, Attn: Mr. William Palmer, VP Commercial Banking

NA 66 South Pearl St., Albany, NY 12207 (518)486-8181

Please list below completed project owner references:

\*See Attached AIA A305 Document



CONTRACTOR'S QUALIFICATION STATEMENT

SIGNATURE AND NOTARY:

Dated at Charleston, WV this 22<sup>ND</sup> day of OCTOBER, 2013.

Name of Organization: BBL CARLTON, LLC

600 KANKWA BLVD., EAST - SUITE 200

CHARLESTON, WV 25301

By: Charles Moore

Title: VICE PRESIDENT

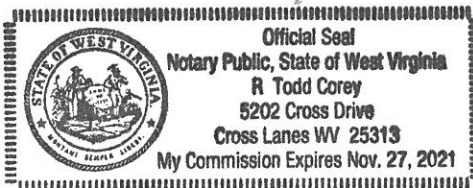
State of WV, County of KANKWA

Subscribed and sworn before me this 22<sup>ND</sup> day of OCTOBER, 2013.

Notary Public: [Signature]

My Commission Expires: 11/27/2021

Notary Seal





## CONTRACTOR'S QUALIFICATION STATEMENT

### DHHR – Contractors Qualification Statement

#### ARTICLE 6 – POST BID INFORMATION WSH13095

##### 6.1 Contractor Qualification Statement.

6.1.1 A completed Contractor Qualification Statement will be required of any Contractor and/or subcontractor to be submitted to the Department of Health and Human Resources for review. This confidential information will be used by the DHHR for evaluation of the low bid contractors on the project. The contractor qualification statement will only be required once annually and updated documents will be required from low bid contractors once the current contractor qualification statement has expired. The Qualification Statement should be submitted within 72 hours after the close of the bid opening and must be submitted prior to the award of a contract and will be used in the bid review process by the owner (DHHR).

6.1.2 The confidential reviewed financial statement section of this document should be submitted to the DHHR by the apparent low bidder(s) and their subcontractors within 72 hours of the close of the bid opening and must be submitted prior to the execution of contracts or agreements between the DHHR and the contractor(s). The latest available financial information must be used. Minimum requirements for financial statements are:

- a. Accountants compilation report;
- b. Balance sheet;
- c. Income statement;
- d. Statement of changes in retained earnings;
- e. Statement of cash flows; and
- f. Notes to the financial statement.

6.1.3 In addition to the financial statement, the apparent low bid contractor(s) should submit a completed Affidavit of Debt Paid to the owner (DHHR) within 72 hours of the close of the bid and the Affidavit must be submitted prior to the award of a contract.

6.1.4 Construction contractors or subcontractors or equipment/material suppliers whose demonstrated pattern of poor and/or non-compliant work performance has been documented by the DHHR, project administrators and/or designers, or whose infractions of the State Prevailing Wage Rate codes has been documented by multiple citations from the West Virginia Department of Labor or whose contract has been terminated for just cause as described in the latest DHHR approved AIA Contract Document General Conditions, will be placed on probation and prohibited from bidding any additional projects funded by the DHHR for a minimum period of one year beginning at the time of probationary status. Such contractor may be removed from probationary status pending review of their continued work history performance by the DHHR at the conclusion of their probationary period.

6.1.5 In order to provide opportunity for any contracting, subcontracting or equipment/material firm cited for poor or non-compliant work to appreciably improve the quality of their performance prior to being placed on probation, the DHHR staff will utilize the following procedure:

- a. The cited firm shall be noticed in writing of the DHHR's concern, with appropriate documentation to illustrate the poor or non-compliant work, and advise the firm as to the possibility of being placed on probation.
- b. Upon continued poor/non-compliant work performance, the firm cited shall appear before the Chief Operations Officer of the DHHR to present his reasons for failure to respond positively with improved performance after the initial notice.
- c. Continued failure to improve poor or non-compliant performance will result in the probation. The contractor will be invited to appear at the DHHR meeting to discuss the citations and justify his uninterrupted participation.
- d. Probationary status of a firm may be revoked or continued by the DHHR's Construction Committee upon review and deliberation of any DHHR staff recommendation at the conclusion of the probationary period.



# AIA<sup>®</sup> Document A305<sup>™</sup> – 1986

## Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

**SUBMITTED TO:** Greg Nicholson, Chief Operations Officer  
One Davis Square,  
Suite 100, Room 116  
Charleston, WV 25301

**SUBMITTED BY:** BBL, LLC

**NAME:** Kevin J. Gleason

**ADDRESS:** 302 Washington Ave. Ext, Albany, NY 12203

**PRINCIPAL OFFICE:** 302 Washington Ave. Ext., Albany, NY 12203

☐ Corporation

☐ Partnership

☐ Individual

☐ Joint Venture

☒ Other Limited Liability Company

**NAME OF PROJECT** (if applicable):

HVAC Renovations  
William R. Sharpe, Jr. Hospital  
Weston, West Virginia

**TYPE OF WORK** (file separate form for each Classification of Work):

☒ General Construction

☐ HVAC

☐ Electrical

☐ Plumbing

☐ Other (please specify)

### § 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 1973

§ 1.2 How many years has your organization been in business under its present business name? 1999

§ 1.2.1 Under what other or former names has your organization operated?

Barry, Bette & Led Duke, Inc.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.



**§ 1.3** If your organization is a corporation, answer the following:

- § 1.3.1 Date of incorporation: 5/4/1999
- § 1.3.2 State of incorporation: New York
- § 1.3.3 President's name: Kevin J. Gleason
- § 1.3.4 Vice-president's name(s)

BBL Construction Services, LLC – Jonathan deForest  
BBL Carlton, LLC-Charles Moore

- § 1.3.5 Secretary's name:
- § 1.3.6 Treasurer's name:

**§ 1.4** If your organization is a partnership, answer the following:

- § 1.4.1 Date of organization:
- § 1.4.2 Type of partnership (if applicable):
- § 1.4.3 Name(s) of general partner(s)

Not Applicable

**§ 1.5** If your organization is individually owned, answer the following:

- § 1.5.1 Date of organization:
- § 1.5.2 Name of owner:

Not Applicable

**§ 1.6** If the form of your organization is other than those listed above, describe it and name the principals:

BBL, LLC

Kevin J. Gleason  
Stephen Obermayer  
Paul Trigger  
Jonathan deForest

**§ 2. LICENSING**

**§ 2.1** List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

See Attachment "A"

**§ 2.2** List jurisdictions in which your organization's partnership or trade name is filed.

Not Applicable

**§ 3. EXPERIENCE**

**§ 3.1** List the categories of work that your organization normally performs with its own forces.

General Construction Services to include sitework, concrete, masonry, rough and finish carpentry.

**§ 3.2** Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

**§ 3.2.1** Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

Aside from the normal unavoidable insurance claims, regulatory-type claims and those matters arising from the inherent complexities of public involvement contracts in some jurisdictions, such matters are few, of little importance and of no consequence for the proposed project (specific details on request).

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

Yes-only if final payment after contract completion where Owner withheld funds.

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See Attachment "B"

§ 3.4.1 State total worth of work in progress and under contract:

See Attachment "C"

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See Attachment "D"

§ 3.5.1 State average annual amount of construction work performed during the past five years:

See Attachment "E"

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Attachment "F"

## § 4. REFERENCES

### § 4.1 Trade References:

Glenville State College, 200 High Street, Glenville, WV 26351 Attn: Robert Hardman 304-462-7361  
Huntington National Bank, Mr. Craig Brothers, Facilities Manager, 37 W. Broad Street, Columbus, OH 43215, 330-831-1020  
Brickstreet Insurance, 400 Quarrier Street, Charleston, WV 25301, Attn: Greg Burton, 866-452-7425  
Kanawha County Commission, Mr. W. Kent Carper, President, 407 Virginia Street, East, Charleston, WV 25301, 304-357-0100  
Ms. Cleta Harless, VP of Administration & Finance, University of Charleston, 2300 MacCorkle Ave., Charleston, WV 25304, 304-357-4738  
Mr. Chris Knox, Engineer, City of Charleston, PO Box 2749, Charleston, WV 25330, 304-348-8106  
St. Francis Hospital, Mr. Tim Bess, Chief Operations Officer, 333 Laidley Street, Charleston, WV 25322, 304-347-6500

Charleston Area Medical Center, Mr. Kenneth Wilson, Director Plant Operations / Maintenance, 501 Morris Street,  
Charleston, WV 25301, 304-388-6750

**§ 4.2 Bank References:**

United Bank, 500 Virginia Street East, Charleston, WV 25301, 304-348-8400, Mr. John Neuner, II

Key Bank, NA, 66 South Pearl Street, Albany, NY 12207, Attn: Mr. William Palmer, VP, Commercial Banking  
Officer 518-486-8181

**§ 4.3 Surety:**

**§ 4.3.1 Name of bonding company:**

Travelers Insurance Company

**§ 4.3.2 Name and address of agent:**

Arthur J. Gallagher & Company, PO Box 1099, 677 Broadway, Albany, NY 12201 Attn: Charles Leach

**§ 5. FINANCING**

**§ 5.1 Financial Statement.**

**§ 5.1.1** Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

**§ 5.1.2** Name and address of firm preparing attached financial statement, and date thereof:

See Attachment "E"

**§ 5.1.3** Is the attached financial statement for the identical organization named on page one?

Yes

**§ 5.1.4** If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

Not Applicable

**§ 5.2** Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

§ 6. SIGNATURE

§ 6.1 Dated at this 2 day of October 2013

Name of Organization: BBL, LLC

By:

Title: Kevin J. Gleason, Authorized Agent

§ 6.2

Mr. Kevin J. Gleason being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 2 day of October 2013

Notary Public:

My Commission Expires: 03.18.2014

Barbara A Lawrence  
Notary Public - State of New York  
No. 01LA6071314  
Qualified in Schenectady County  
My Commission Expires 03/18/2014

**Attachment A**

BBL, LLC is qualified to do business as a Contractor and Construction Manager in any state. The following is a list of states where we are currently conducting business.

**Connecticut**

ID No. 0001821268

General Contractor/Design Builder/ Construction Management

**Florida**

Registration No. 19090

License No. CG C021644

Construction/Construction Management/General Contractor

**Indiana**

Registration No. 31-1540656

General Contractor/Design Builder/Construction Management

**Kentucky**

License No. 306271

General Contractor/Design Builder/Construction Management

**Louisiana**

Fed ID#14-1814573

General Contractor

**Maine**

Charter No. 20010061 FC

Real Estate Development/General Contractor/Construction Management

**Massachusetts**

Registration No. 14-1814573

General Contractor

**Michigan**

Registration No 14-1814573

General Contractor/Design Builder/Construction Management

**New York**

Domestic Corporation

Federal ID No. 14-1814573

General Contractor/Design Builder/Construction Management

**New Jersey**

ID No. 0600-0874-00

General Contractor

**North Carolina**

License No. 53509

Building Contractor

**Ohio**

License No. 991605

General Contractor/Design Builder/Construction Management

**Texas**

Fed ID#14-1814573

Construction/Construction Management/Real Estate Development

**West Virginia**

License No. WV028886

General Constructor/Design Builder/Construction Management

**Attachment A Continues**

**Pennsylvania**

Fed ID #14-1814573

General Contractor/Construction Management

**Georgia**

Fed ID# 14-1814573 Entity Control No. 0003043FL

General Contractor/Construction Management

**Virginia**

License No. 2705103565A

Building Contractor

**Rhode Island**

Registration No. 34454

Commercial Contractor

## ATTACHMENT B

### BBL Carlton West Virginia Construction Projects in Progress/Under Contract Over \$500,000

Project Name	Owner	Architect	Project Value	% Complete	Scheduled Completion
KVCTC & HEPC Building Additions & Renov.	HEPC/KVCTC	Omni Associates	\$ 30,222,180	99%	November-13
Fort Gay K-8 School	Wayne County Schools	ZMM	\$ 9,862,969	99%	October-13
Glenville State College - Pioneer Center	Glenville State College	Associated Architects	\$ 21,683,800	79%	February-14
Putnam County Animal Shelter	Putnam County Commission	Silling Associates	\$ 2,059,617	99%	October-13
St. Mary's High School - CM Services	Pleasants County Schools	Blackwood Associates	\$ 902,000	25%	November-14
Arnoldsburg Elementary School	Calhoun County Schools	Williamson Shriver	\$ 6,344,800	85%	November-13
Marshall University Engineering Complex	Marshall University	Bastian & Harris	\$ 47,750,000	38%	February-15
Ramada Inn Renovations	BBL Carlton Hotel, LLD	HBT Architects	\$ 20,000,000	75%	December-13
Smith Fasteners Warehouse & Office Building	Smith Fasteners	Associated Architects	\$ 6,327,415	0%	June-14
Charleston Correctional Center	WV Division of Corrections	Silling Associates	\$ 8,196,000	0%	November-14
Total Value of Work			\$ 153,348,781		



# BBL Schedule of Projects Currently in Progress

Attachment B

BBL Project Name	Project Owner	Project Architect	Project Value	% Complete	Estimated Date of Completion
PCI Medical Mall	PCI Regional Medical Mall, LLC	HCP Architects	39,325,000	71%	Feb 2013
St. Peter's Hospital Phase III	St. Peter's Hospital	Freeman White Inc.	34,425,000	52%	Dec 2013
Capital Living Nursing Home	DMM Realty Association	DeWolff Partnership	28,500,000	10%	Sep 2013
Saratoga Hospital Urgent Care	Saratoga Hospital	HCP Architects	15,690,000	14%	May 2013
ShopRite VISTA	SRS Bethlehem, LLC	Rosenbaum Design Group	11,045,000	70%	Oct 2012
ShopRite Colonie	SRS Colonie, LLC	Rosenbaum Design Group	10,931,000	1%	Jun 2013
Ellis Hospital Urgent Care	Sitterly Development Associates, LLC	Stratton Brook Associates	10,100,000	62%	Dec 2012
455 Patroon Creek	Columbia Harriman 455, LLC	HCP Architects	9,639,000	4%	Feb 2013
Crystal Run Health Care Administrative Building	Crystal Run Healthcare, LLP	HCP Architects	9,367,000	1%	Jul 2013
Delmar Medical Arts Building	Patroon Development	HCP Architects	8,575,000	71%	Feb 2013
PCI Parking Garage	PCI Parking Garage, Inc	HCP Architects	8,100,000	28%	Mar 2013
Community Care Physicians - RPI Tech Park	Columbia CCP NG, LLC	HCP Architects	6,007,000	1%	May 2013
85 Cohoes Ave Spec Building	Green Island Properties, LLC	HCP Architects	4,069,000	1%	Apr 2013
NYS Funeral Directors	Funeral Director Support Services, Inc	HCP Architects	3,900,000	9%	Feb 2013
Malta Retail/Office Building	Columbia Malta 2539, LLC	HCP Architects	3,500,000	60%	Oct 2012
LIA Hyundai	Lia Automotive	Re4orm Architects	2,935,000	86%	Sep 2012

BBL's maintains approximately 100 projects in process at all times with values ranging from \$50,000 to \$100,000,000. A complete list is available upon request.

## Attachment C

### Value of Construction Work in Progress:

As of July 2012:

Total Contract Amount	\$ 732,720,000
Total Completed to Date	\$ 495,871,000
Total Uncompleted Work	\$ 236,849,000

## ATTACHMENT D

### BBL Carlton West Virginia Projects Over \$500,000 Completed in the Past Five Years

Project Name	Owner	Architect	Project Value	Date Completed	% Work by Own Forces
<b>2012</b>					
Putnam County Schools Aux. Gymnasiums	Putnam County Schools	Williamson Shriver	\$ 7,140,321	April-12	30
State Police Academy Multi-Purpose Building	WV State Police	McKinnley Associates	\$ 1,830,452	September-12	25
WVANG Fuel System Hangar	WVANG	The Benham Companies	\$ 21,403,470	October-12	30
Gallia Academy Middle School - CM Services	Gallipolis City School District	SHP Design	\$ 12,459,711	September-12	5
Donel Kinnard Veterans Cemetery	WV Div. of Veterans Affairs	Blackwood Associates	\$ 12,567,255	October-12	30
Recovery Sports Grill	BBL Carlton Hotel, LLC	HPT Architects	\$ 1,800,000	October-12	30
<b>2011</b>					
New Residence Hall - Design/Build	Glenville State Housing Corp.	Associated Architects	\$ 23,000,000	January-11	30
One Day Surgery Expansion - St. Francis	Thomas Memorial Hospital	Kreps & Zachawieja	\$ 1,428,178	January-11	40
Charleston Roof & Energy Recovery	GSA	HDM Associates, Inc.	\$ 4,576,725	October-11	20
CAMC General - 2nd Floor Ortho Trauma	Charleston Area Medical Cntr.	Associated Architects	\$ 747,850	October-11	25
<b>2010</b>					
Southside Elem. & Huntington Middle School	Cabell County Brd of Ed	ZMM, Inc.	\$ 13,103,845	July-10	25
Mildred Mitchell Bateman Hospital Renovation	WVHHR	Blackwood Associates	\$ 4,936,361	February-10	15
WVANG Maintenance Hangar Replacement	WV Air National Guard	The Benham Companies	\$ 16,921,998	October-10	15
UC Dormitory & Parking Garage	University of Charleston	Associated Architects	\$ 21,575,287	March-10	15
Kureha PGA - Concrete Package	Kureha PGA	CH2MHill	\$ 3,965,029	March-10	80
Alpha & Bravo Building Renovations	Kanawha County Comm.	Associated Architects	\$ 7,422,604	April-10	20
Veolia-Kyger Creek Filter Press	Veolia Environmental	Pickering Associates	\$ 931,215	January-10	50
CAMC Memorial Structural Repairs	CAMC Hospital	BSA	\$ 784,994	December-10	100
<b>2009</b>					
Chief Logan Recreational Facility	WVDNR Parks & Recreation	Associated Architects	\$ 5,587,000	December-09	20
Bayer Control Room Building 205	Bayer Material Science	Associated Architects	\$ 514,000	March-09	25
St. Mary's Medical Center Gift Shop Renovation	St. Mary's Medical Center	Kreps & Zachawieja	\$ 1,193,000	April-09	25
Yeager Hydrogen Fueling Station	RDS	Parsons	\$ 534,000	July-09	50
<b>2008</b>					
Point Pleasant HS Renovation & Addition	Mason County Brd of Ed	Architectural Vision Group	\$ 22,000,000	August-08	25
Kroger E-813	The Kroger Company	Loia Roof & Associates	\$ 6,433,500	January-08	5
Mason County Career Center Renovation	Mason County Brd of Ed	Architectural Vision Group	\$ 4,537,900	August-08	20
Barboursville Middle School	Cabell County Brd of Ed	ZMM, Inc.	\$ 8,308,000	October-08	20
Hurricane Marketplace Shops	Hurricane Marketplace, LP	Studio 7, PLLC	\$ 3,000,000	February-08	35

Project Name	Owner	Architect	Project Value	Date Completed	% Work by Own Forces
Triana Energy-The Equities Bldg	Triana Energy	Associated Architects	\$ 7,600,000	October-08	30
CAMC Operation Room Addition	CAMC	Associated Architects	\$ 1,753,200	February-08	15
St. Mary's Medical Ctr Parking Garage	St. Mary's Medical Center	Associated Architects	\$ 6,300,000	September-08	20
Yeager Airport RAC Parking Garage	Central WV Airport Authority	Associated Architects	\$ 4,694,600	October-08	15
Boilermaker's Local Meeting Hall	Boilermaker's Local 667	Associated Architects	\$ 770,000	June-08	20
Kanawha Mall Renovations	Simpson Properties	Associated Architects	\$ 1,306,300	September-08	15

#### 2007

CMC Housing	CMC Corporation	Associated Architects	\$ 1,554,990	July-07	15
Brickstreet Insurance Headquarters	Brickstreet Insurance	Associated Architects	\$ 13,121,700	October-07	20
<b>2007</b>					
University of Charleston Wellness Center	University of Charleston	Associated Architects	\$ 1,502,000	February-07	25
Valley Dale Big Otter Elementary	Clay Co Brd of Education	ZMM, Inc.	\$ 6,602,400	July-07	25
Southern WV Community College	So. WV Communtiy College	Paul Marshall Arch & Eng	\$ 7,882,500	May-07	15
Dow Operation Control Room Building	Dow Chemical Company	Associated Architects	\$ 750,000	January-07	40

#### 2006

Wahama Junior/Senior High School	Mason County Board of Ed.	Architectural Vision Grp	\$ 5,123,000	November-06	25
Hannan Junior/Senior High School	Mason County Board of Ed.	Architectural Vision Grp	\$ 4,461,000	August-06	25
Fire/Crash Rescue Station	WV Air National Guard	Associated Architects	\$ 4,545,000	September-06	35
Diamond Electric Warehouse Addition	Diamond Electric	Associated Architects	\$ 1,200,000	September-06	60
BPH Laboratory Services	WV DHHR	ME Consulting Engineers	\$ 991,000	December-06	15
University of Charleston Middle Hall Phs 2	University of Charleston	Associated Architects	\$ 4,228,000	August-06	30
Wayne Elementary School	Wayne Co Board of Ed.	ZMM	\$ 6,495,000	August-06	30
City of Charleston Baseball CM Package	City of Charleston	HNTB Sport Arch.	\$ 1,190,980	July-06	65
Alcon Manufacturing Foundations	Alcon Manufacturing	Ed Tucker Architects	\$ 545,300	July-06	100
Metro 911 Call Center	Kanawha Co. Commission	Kreps & Kreps	\$ 3,575,000	May-06	30
HIMG Medical Mall	Tri-State Ventures	Associated Architects	\$ 12,088,800	January-06	40
University of Charleston Middle Hall Phs1	University of Charleston	Associated Architects	\$ 6,174,000	August-06	40
WVANG - Maintenance Facility Phase 3	WV Army National Guard	Omni Associates	\$ 12,589,700	December-06	30
UC Laidley Field Renovations	University of Charleston	Associated Architects	\$ 1,200,000	September-06	30
UC Blackwell Field Renovations	University of Charleston	Associated Architects	\$ 1,798,000	May-06	20

#### 2005

City of Charleston Baseball CM Package	City of Charleston	HNTB Sport Arch.	\$ 1,190,980	April-05	40
King's Daughters Med Ctr Prk Garage	King's Daughters MC	Associated Architects	\$ 5,391,224	May-05	30
Baseball Stadium - Seating Package	City of Charleston	HNTB Sport Arch.	\$ 4,152,565	May-05	40
Metro 911 Call Center	Kanawha Co. Commission	Kreps & Kreps	\$ 3,575,000	April-05	30
Kanawha Co. Judicial Annex Renovations	Kanawha Co. Commission	Buchart Horn, Inc.	\$ 9,677,500	February-05	65

Project Name	Owner	Architect	Project Value	Date Completed	% Work by Own Forces
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**2004**

Huntington Banks Morgantown Renovation	Huntington National Bank	NA	\$ 521,680	May-04	80
St. Francis Hospital MRI Renovation	St. Francis Hospital	Associated Architects	\$ 900,373	June-04	30
Alcon Manufacturing Foundations	Alcon Manufacturing	Ed Tucker Architects	\$ 545,300	December-04	90
Diamond Electric Plant Expansion	Diamond Electric Mnftng.	Associated Architects	\$ 2,596,000	June-04	50
UC New Residence Hall - Cnst. Management	University of Charleston	Associated Architects	\$ 1,374,289	May-04	25

# BBL Schedule of Completed Work

Attachment D

BBL Project Name	Project Owner	Project Architect	Project Value	Date of Completion
St. Peter's Hospital Phase II Tower Projects	St. Peter's Hospital	Freeman White Inc.	105,500,000	2012
Portsmouth City School District	Ohio School Facilities Commission	Tanner Stone & Co/Fanning-Howey	65,000,000	2010
Six Flags Lodge & Indoor Water Park	HWP, LLC	Harrison & Bridges	47,000,000	2006
Ironton CSD	Ironton CSD	Fanning/Howey Associates	42,000,000	2010
Albany Medical Center Parking Garage	Albany Local Development Corp.	HCP Architects	38,005,000	2012
Glens Falls Hospital	Glens Falls Hospital	HSP Architects	36,500,000	2006
Hudson CSD - District Wide Renovations & HS Reno	Hudson City School District	Rhinebeck Architecture	35,000,000	2010
Crystal Run Ph II	JRN Development	HCP Architects	31,050,000	2010
Troy Hilton Garden Inn	Hoosick Hotel Development, LLC	Harrison Bridges	23,600,000	2010
Putnam Hospital Addition MFP Bldg	Putnam Hospital Center	HCP	23,275,000	2008
Computer Science Corp Relocation Projects	Computer Sciences Corp	Gensler	22,500,000	2009
Patroon Creek MOB	Prime Care Physicians, PC	Envision Architects	22,025,000	2008
Siena Residence Hall	Siena College	Woodward, Connor, Gillies & Seleman Architects	19,700,000	2010
Phelps MOB	Phelps Memorial Hospital Association	HCP	19,550,000	2007
Hilton Garden Inn at Albany Med	Albany Midtown Hotel, LLC	Harrison Bridges & Associates	19,000,000	2007
Empire Merchants North Distribution Facility	Empire Merchants North, LLC	KSS Architects LLP	18,600,000	2010
St Peter's Hospital Parking Garage	St Peter's Hospital	HCP	18,350,000	2008
Seneca County Jail	Seneca County	Crandell Associates	18,000,000	2006
Kingston City School District - District Wide Reno	Kingston City School District	Collins and Scoville Architects	17,000,000	2010
SpringHill Suites at ODU	BBL ODU, LLC	Rodriguez, Ripley, Maddux, Motley	13,750,000	2008
Hilton Garden Inn - NJ	Edgewood Partners, LLC	Harrison Bridges	13,300,000	2009
50 New Scotland Ave Office	Columbia 50 NS, LLC	HCP Architects	13,100,000	2012
Brunswick Woods Apartments	Tri City Rentals	HBT Architects	12,100,000	2012
Shop Rite Central Avenue	Shop Rite	Rosenbaum Design Group	11,600,000	2012
SCCC New Residence Hall	United Development	Re4orm Architects	11,300,000	2012
22 New Scotland Ave Office Bldg	22 New Scotland Ave	HCP	11,200,000	2009
Northeast Parent Children's Home & School	Northeast Parent & Child	Smith Pollard Architects	11,000,000	2009
Center City YMCA	Galesi Group	Reform Architects	10,700,000	2010
City Station Apartments - Troy	American Construction	QPK Design	10,300,000	2011
Robinson Terrace Assisted Living	Stamford Society Foundation	Re4orm Architects	9,760,000	2012
Schenectady Cinema & Office Bldg	Scotia Holdings, Inc	Stracker, Roth, Gilmore Architects	9,600,000	2007
Berkshire Medical Center MOB	Berkshire Medical Center Inc	HCP Architects	9,400,000	2012
Orthopaedics Associates MOB & ASC	Emerald Coast Diversified Properties	HCP Architects	9,100,000	2008
Tribune Media	Tribune Media		8,900,000	2008
16 New Scotland Ave Office Building	Columbia 16 NSA, LLC	HCP Architects	8,900,000	2010
Holiday Inn Express Latham	ADD Development	Harrison Bridges	8,625,000	2008
RPI Student Housing	RC Housing I, LLC	Smith Pollard Architects	8,600,000	2009
Marriott Springhill Suites - Colonie	California Ave Hotel Assoc	Harrison Bridges & Associates	8,500,000	2007
Congress Street Apartments	Mt. Ida Apartments, LLC	Woodward, Connor, Gillies Seleman Architects	8,350,000	2006
LIA Toyota	The LIA Auto Group	Smith Pollard	8,250,000	2008
Paul Smith Student Housing	Paul Smith's College	HCP Architects	7,650,000	2011
Wildwood School	Wildwood Programs	Smith Pollard	7,525,000	2007

# BBL Schedule of Completed Work

Attachment D

BBL Project Name	Project Owner	Project Architect	Project Value	Date of Completion
Decrescente Facility	Decrescente Distributing Co	HCP Architects	6,300,000	2012
St. Mary's Parking Garage	St. Mary's Hospital	Associated Architects	6,275,000	2008
City Station South	American Construction Corporation	QPK Design	6,150,000	2012
Ballston Spa National Bank	Ballston Spa National Bank	HCP Architects	5,925,000	2011
First Niagara - 555 Patroon Creek	555 Patroon Creek Blvd., LLC	HCP	5,400,000	2008
Chasan Renovation	Columbia Chasan Realty, LLC	WCGSA	5,190,000	2012
OTB Albany	SRS Albany, LLC	HBT Architects	4,025,000	2011



## **Attachment E**

### **Statement of Financial Assurance**

**Corporate Financing** – BBL, LLC is well capitalized to complete its current work program requirements. The Company maintains a strong level of working capital and has an unsecured line of credit in the eight-figure range established with Key Bank, N.A. Additional project-specific financing is also available upon request. The banking relationship with Key Bank dates back to 1976.

Credit relationships also exist with M & T Bank, Citizens Bank, United Bank, First Niagara Bank and numerous regional banks for project-related loan facilities.

**Construction Services and Historical Volume** - The amount of construction value that BBL has completed reflects the Company's commitment to managing a large program while still delivering individual attention and quality to our customers. Our repeat business averages 60 to 70 percent of our annual volume. The Companies perform a wide variety of work on a geographically diverse basis. BBL provides design and construction services with emphasis in the following areas:

1. Design / Build
2. Construction Program Management (Institutional and Commercial)
3. Health Care Facilities
4. New Construction and Rehabilitation of Commercial and Industrial Properties
5. Retail Centers
6. Parking Garages
7. Hotels
8. Residential, Condominiums, Apartments and Senior Housing.
9. Construction Consulting Services:
  - a. Site Selection
  - b. Design
  - c. Pre-Construction Services
  - d. Financing
10. Public Works Projects, including Parking Garages
11. Property Management Services

The Company has completed projects on a regular basis in virtually every geographic area of the United States.

The following is the annual value of construction services that the BBL Companies have completed:

2011	329,530,000
2010	324,310,000
2009	379,760,000
2008	386,380,000
2007	328,750,000

**Surety** –Travelers Insurance Company supports our work program, which has exceeded \$300 million, by providing surety services that include Payment and Performance Bonds. Travelers has established re-insurance relationships with other sureties in order to ensure adequate bonding capacity. BBL and The Travelers Companies have had a continuous surety relationship since 1973.

**Insurance** - The Liberty Mutual Insurance Company provides basic underlying insurance for Workers Compensation, General Liability and Automobile at or above customary levels of coverage. In addition, BBL has an Excess Liability (Umbrella) policy.

Travelers provides various other insurance coverages, including a blanket builder risk policy, which is available upon customers' request that BBL provide the coverage.

**Value of Construction Work in Progress:**

As of July 2012:

Total Contract Amount	\$ 732,720,000
Total Completed to Date	\$ 495,871,000
Total Uncompleted Work	\$ 236,849,000

**Financial Reporting** – BBL, LLC's financial statements are audited and have been given an unqualified opinion on an annual basis by a Certified Public Accounting firm. Financial information will be furnished on a confidential basis when applicable. Requests for the financial information should be made directly to:

Stephen Obermayer, Chief Financial Officer  
BBL, LLC  
P.O. Box 12789  
Albany, N.Y. 12212-2789  
Phone (518) 452-8200  
Fax (518) 464-9592

## **Attachment F**

BBL's full-time construction management team of 350 professionals is deployed to deliver construction solutions for our customers. We match Project Managers, Assistant Project Managers and Superintendents with appropriate jobs, so their experience is of maximum value to the client in saving money and time, and addressing construction issues before they become problems.

Dynamically updated networked estimating and job management software give our professional Estimators and Project Managers the best tools in the industry. BBL combines computerized project scheduling, state-of-the-art construction techniques and real-world experience to deliver the best construction management solutions in the business.

Staffing resumes will be selectively matched based on client needs and job timing.

# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV028886

Classification:

GENERAL BUILDING

BBL CARLTON LLC  
DBA BBL CARLTON LLC  
600 KANAWHA BLVD E # 200  
CHARLESTON, WV 25301

Date Issued

SEPTEMBER 08, 2013

Expiration Date

SEPTEMBER 08, 2014

*Keith A. McClanahan*

Authorized Company Signature

*Michael A. Carl*

Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, BBL-Carlton, LLC  
of 600 Kanawha Blvd., East - Suite 200, Charleston, WV 25301, as Principal, and Travelers Casualty and Surety Company  
of America of One Tower Square, Hartford, CT 06183, a corporation organized and existing under the laws of the State of Connecticut  
with its principal office in the City of Hartford, CT, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligor, in the penal sum of Five Percent of Attached Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

William R. Sharpe, Jr. Hospital, 936 Sharpe Hospital Road, Weston, WV 26452, HVAC Renovations,  
WVDHHR Project # WSH14046

**NOW THEREFORE,**

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligor may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

22nd day of October, 2013.

Principal Corporate Seal

BBL-Carlton, LLC

(Name of Principal)

By 

(Must be President or  
Vice President)

Kevin J. Gleason, Authorized Agent of BBL, LLC,  
Member of BBL-Carlton, LLC

(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America

(Name of Surety)

  
T.M. Tyrrell, Attorney-in-Fact

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**

**COUNTERSIGNED BY WEST VIRGINIA RESIDENT AGENT**

By: 

**Travelers Casualty and Surety Company of America  
Hartford, CT 06183**

**ATTORNEY-IN-FACT JUSTIFICATION  
PRINCIPAL'S ACKNOWLEDGMENT - IF LIMITED LIABILITY COMPANY**

State of New York,  
County of Albany} ss.

On this 22nd day of October, 2013, before me personally appeared Kevin J. Gleason, to me known, who, being by me duly sworn, did depose and say that he/she resides in Altamont, New York; that he is an Authorized Agent of BBL, LLC, Member of BBL-Carlton, LLC, a Limited Liability Company, the Company described in and which executed the foregoing instrument; that he executed the foregoing instrument as the act and deed of said Company; and that he had the requisite authority to do so.

  
Rensselaer County  
Comm. Exp. 01/04/2014

**SURETY COMPANY'S ACKNOWLEDGMENT**

State of New York,  
County of Albany} ss.

On this 22nd day of October, 2013, before me personally appeared T. M. Tyrrell; to me known, who, being by me duly sworn, did depose and say that he/she resides in Albany, New York; that he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, Connecticut, a corporation, created, organized and existing under and by virtue of the laws of the state of Connecticut, upon oath did say that the corporate seal affixed to the attached instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by the authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.

  
Rensselaer County  
Comm. Exp. 01/04/2014

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2012

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 15,936,791	UNEARNED PREMIUMS	\$ 763,409,692
BONDS	3,713,171,015	LOSSES	901,068,710
INVESTMENT INCOME DUE AND ACCRUED	50,798,732	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	1,446,021
OTHER INVESTED ASSETS	280,730,597	LOSS ADJUSTMENT EXPENSES	534,370,680
PREMIUM BALANCES	184,942,508	COMMISSIONS	29,281,779
NET DEFERRED TAX ASSET	63,274,378	TAXES, LICENSES AND FEES	66,762,894
REINSURANCE RECOVERABLE	12,410,524	OTHER EXPENSES	35,588,987
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	7,769,155	FUNDS HELD UNDER REINSURANCE TREATIES	94,449,544
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,080,470	CURRENT FEDERAL AND FOREIGN INCOME TAXES	60,675,573
UNDISTRIBUTED PAYMENTS	(1,439,685)	REMITTANCES AND ITEMS NOT ALLOCATED	19,270,931
OTHER ASSETS	884,053	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	79,084,806
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,163,154
		POLICYHOLDER DIVIDENDS	6,730,121
		PROVISION FOR REINSURANCE	5,314,325
		ADVANCE PREMIUM	726,898
		PAYABLE FOR SECURITIES LENDING	7,769,155
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(70,803,744)
		ESCHEAT LIABILITY	625,399
		OTHER ACCRUED EXPENSES AND LIABILITIES	282,062
		TOTAL LIABILITIES	\$ 2,559,106,957
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,340,188,031
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,780,451,821
TOTAL ASSETS	\$ 4,339,558,778	TOTAL LIABILITIES & SURPLUS	\$ 4,339,558,778

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) SS.  
CITY OF HARTFORD )

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2012.

*Michael J. Doody*  
SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
20TH DAY OF MARCH, 2013

*Susan M. Weissleder*  
NOTARY PUBLIC

SUSAN M. WEISSELER  
Notary Public  
My Commission Expires November 30, 2017







## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225337

Certificate No. 005567679

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

C. C. Leach, P. J. Clyne, T. M. Tyrrell, T. R. Tyrrell, and E. J. Canterbury

of the City of Albany, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of July, 2013.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: Robert L. Raney  
 Robert L. Raney, Senior Vice President

On this the 19th day of July, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of October, 20 13.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

State of West Virginia  
Purchasing Division

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**CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET**

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In accordance with **West Virginia 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. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: WSH14046

Contract Purpose: WILLIAM P. SHARPE JR. HOSPITAL - HVAC RENOVATION

Agency Requesting Work: WVDHHR

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☒ Information indicating the education and training service to the requirements of **West Virginia Code** § 21-1D-5 was provided;
- ☒ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☒ Average number of employees in connection with the construction on the public improvement;
- ☒ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

**Vendor Contact Information:**

Vendor Name: BBL CARTON, LLC Vendor Telephone: 304-345-1300

Vendor Address: 600 KANAWHA BLVD, EAST Vendor Fax: 304-345-1304  
SUITE 200  
CHARLESTON, WV 25301



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

**STATE OF WEST VIRGINIA,**

**COUNTY OF KANAWHA, TO-WIT:**

I, CHARLES MOORE, after being first duly sworn, depose and state as follows:

1. I am an employee of BBL CARLTON, LLC; and,  
(Company Name)
2. I do hereby attest that BBL CARLTON, LLC  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

By: Charles Moore  
Title: VICE PRESIDENT  
Company Name: BBL CARLTON, LLC  
Date: 10/22/13

Taken, subscribed and sworn to before me this 22<sup>ND</sup> day of OCTOBER, 2013.

By Commission expires 11/27/2021



R Todd Corey  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

RFQ No. WSH14046STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

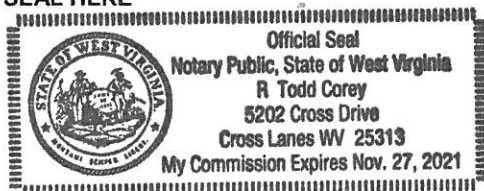
**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**Vendor's Name: BEL CARLTON, LLCAuthorized Signature: Charles Moore Date: 10/22/13State of WVCounty of KANAWHA, to-wit:Taken, subscribed, and sworn to before me this 22<sup>nd</sup> day of OCTOBER, 2013.My Commission expires 11/27, 2021.**AFFIX SEAL HERE****NOTARY PUBLIC**R. Todd Corey  
Purchasing Affidavit (Revised 07/01/2012)

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

BBL CARLTON, LLC  
(Company)

Charles Moore  
(Authorized Signature)

CHARLES MOORE, VICE PRESIDENT  
(Representative Name, Title)

304-345-1300      304-345-1304  
(Phone Number)      (Fax Number)

10/22/13  
(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: WSH14046**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

BBL CARLTON, LLC  
 Company  
  
Charles Moore  
 Authorized Signature  
  
10/22/13  
 Date

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