



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 93221

Doc Description: Construction of Surplus Property Facility

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-03-27	2015-04-30 13:30:00	CRFQ 0213 PUR1500000016	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

Vendor Name, Address and Telephone Number:

Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085
 WV 001196

304-632-1600

04/30/15 13:15:04
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X

Robert D. Hill

FEIN #

55 0648251

DATE

4-30-2015

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

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER DEPARTMENT OF ADMINISTRATION SURPLUS PROPERTY 2700 CHARLES AVE DUNBAR WV25064-2236 US		ADMINISTRATIVE SERVICES MANAGER DEPARTMENT OF ADMINISTRATION SURPLUS PROPERTY 2700 CHARLES AVE DUNBAR WV 25064 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	New industrial building and warehouse construction services				

Comm Code	Manufacturer	Specification	Model #
72121000			

Extended Description :
Phased demolition of buildings and construction of a new pre-engineered metal building.

PUR150000016	Document Phase Draft	Document Description Construction of Surplus Property Facility	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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:

West Virginia Surplus Property
2700 Charles Avenue
Dunbar, WV. 25064
April 8th, 2015
10:00 AM. EDT.

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. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: April 13th, 2015 at 10:00 AM.EDT.

Submit Questions to: Guy Nisbet, Buyer Supervisor
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
 Email: Guy.L.Nisbet@WV. Gov.

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division:

SEALED BID:
 BUYER:
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, 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: (This only applies to CRFP)

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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: April 30th, 2015 at 1:30 PM.EDT.
 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.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. **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.
13. **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.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

17. 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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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 or 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. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 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 should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. 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.

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

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within three hundred-ninety (390) calendar days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

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 Award Document 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 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 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.
- 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:** In the amount of \$1,000,000.00 _____ or more.
- Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.
- As Defined in the AIA A201-2007 documentation and represented in the
- Acord Certificate of Liability Insurance Form
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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.

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

10. 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.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of \$1,000.00 per calendar day

for each day beyond the 90 days allowed for the project.

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.

- 12. 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 Award Document, upon receipt.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. 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.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

29. 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>.

30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

31. 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.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. 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.
- 35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, 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.
- 38. 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.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. 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.

- 41. 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.

- 42. 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:
 - c. 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

- d. 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.

43. 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: Danhill Construction Company
 Contractor's License No. WV001194

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit 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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

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

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

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the 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.
5. **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.

6. **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.

Section 00100 – Instructions to Bidders

In the event that any information contained in this (or any other) Section of the Project Manual is in conflict with West Virginia State Law and/or Purchasing Division rules, policies, and procedures, the State's law, rules, policies and procedures prevail.

1.01 Summary

A. The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to construct The New State Surplus Property Facility to be located in Dunbar, West Virginia. This document is intended to supplement information provided in the standard "Request for Quotation" and "General Terms and Conditions" issued by the Purchasing Division for this project. Bidders shall carefully review all documents.

1. The scope of work of this project consists of the following:

a. Phased demolition of selected buildings on construction site described as follows:

- 1) Phase One Demolition of Building Nos. A and B.
- 2) Phase Two Demolition of Building No. D.
- 3) Phase Three Demolition of Building Nos. C and E.

b. Construction of a new pre-engineered metal building to house material storage and administrative office areas.

c. Construction will consist of steel framing, metal panel roof and walls, concrete floor slab on grade, interior metal stud partition wall construction, and related plumbing, mechanical, and electrical construction.

2. Type of Contract:

a. Project will be constructed under a single prime contract.

b. An Add-Alternate Bid will be taken for the construction of a separate open-air storage shelter building as indicated on Drawings and as specified.

1.02 Definitions

A. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Request for Quotation, Instructions to Vendors Submitting Bids, General Terms and Conditions, and Additional Terms and Conditions (Construction Contracts Only) issued by the Purchasing Division for this project, Instructions to Bidders, the Bid Form and other sample bidding and contract forms. The proposed Contract Documents consist of the Bidding Documents, the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Special, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

B. Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201-2007, as amended by the State of West Virginia Supplementary Conditions to AIA Document A201-2007, or in other Contract Documents are applicable to the Bidding Documents.

- C. Addenda are written or graphic instruments issued by the Purchasing Division prior to execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- D. A Bid is a complete and properly executed quotation to do the work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- E. The Base Bid is the sum stated in the Bid Form for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- F. An Alternate Bid (or Alternate) is an amount stated in the Bid Form to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- G. A Unit Price is an amount stated in the Bid Form as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents. Unit prices shall be used solely for the formulation of any change orders subsequently requested for the awarded contract.
- H. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- I. A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

1.03 Bidding Documents

- A. *Bidding Documents can be obtained by one of the following methods:*
 - 1. Prime Contract Bidders only may contact ZMM, Inc. Architects and Engineers at (304) 342-0159 and request information to access the firm's online F.T.P. site for The New State Surplus Property Facility project. Once access is gained, Contractors can download Bidding Documents in the form of PDF files at no charge.
 - 2. Hard Copies may be obtained from Charleston Blueprint (304-343-1063) by General Contractors, Subcontractors, material suppliers and dealers by paying the actual cost of printing, binding and mailing; however such cost is not refundable.
- B. All interested parties may refer to documents on file at a location as identified below.
- C. Bidders shall use complete sets of Bidding Documents in preparing Bids: neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- D. The Owner and Architect make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.
- E. Plans and Specifications may be examined at the following locations:

ZMM, Inc. Architects And Engineers
222 Lee Street West
Charleston, WV 25302
Phone: 304-342-0159
Fax: 304-345-8144

McGraw-Hill Construction / Dodge
Attn: Scan Department
3315 Central Avenue
Hot Springs, AR 71913 - 6138
Phone: 781-430-2004

Contractors Association of West Virginia
2114 Kanawha Boulevard East
Charleston, West Virginia 25311
Phone: 304-342-1166
Fax: 304-342-1074

Construction Employers Association NCWV
2794 White Hall Blvd
White Hall, WV 26554
Phone: 304-367-1290
Fax: 304-367-0126

Parkersburg Marietta Contractors Association
2905 Emerson Avenue
Parkersburg, WV 26104
Phone: 304-485-6485
Fax: 304-428-7622

Ohio Valley Construction Employers Council
21 Armory Drive
Wheeling, WV 26003
Phone: 304-242-0520
Fax: 304-242-7261

Pittsburg Builders Exchange
1813 N. Franklin Street
Pittsburg, PA 15233
Phone: 412-922-4200
Fax: 412-928-9406

Reed Construction Data
30 Technology Parkway
South Suite 100
Norcross, GA 30092
Phone: 770-417-4000
FAX: 800-303-8692

1.04 Bidder's Representations

A. By submitting a Bid, the Bidder represents that:

1. The Bidder and all subcontractors the Bidder intends to use have carefully and thoroughly reviewed the Bidding Documents and have found them complete and free from ambiguities and sufficient for the purpose intended.
2. The Bidder has visited the site, and is fully acquainted with all conditions which will affect the performance of the Contract including provisions for delivery, rigging, storage and other requirements. The contractor's bid shall be presumed to be based upon such examination.
3. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
4. The Bidder and all workers, employees and subcontractors the Bidder intends to use are skilled and experienced in the type of construction represented by the Bidding Documents.
5. The Bid is based solely upon the Bidding Documents, including properly issued written addenda, and not upon any other written representation.
6. Neither the Bidder nor any of the Bidder's employees, agents, intended suppliers or subcontractors have relied upon any verbal representations from the Owner, or the Owner's employees or agents including architects, engineers or consultants, in assembling the Bid figure.

1.05 List of Proposed Subcontractor and Equipment/Material Suppliers

- A. The Successful Bidder shall submit a listing of all subcontractors and all major equipment/material suppliers (along with the contractor's license number for each subcontractor as required by the "West Virginia Contractor Licensing Act") proposed for each major branch of work, to the Owner within ten (10) business days of award of the Contract. Only one subcontractor or equipment/material supplier may be listed for each area of work.
- B. In addition, the Successful bidder, thereafter known as the Contractor, maybe requested within thirty (30) calendar days after award of contract to furnish to the Owner or Architect a more detailed and complete list of the materials and equipment, together with the product manufacturer's name and catalog number and catalog cut or illustration thereof.
- C. Should it develop that any of the equipment or materials named do not meet the requirements and intent of the Contract Documents, the Bidder shall be required to furnish to the Owner other materials or equipment fully complying with the specifications at no change in contract price. Preliminary review and acceptance of the listing provided shall not relieve the Contractor from furnishing equipment and materials in complete accordance with the specifications.

1.06 Qualification Statement

- A. The qualified Contractor shall have completed a minimum of three (3) projects similar to this project. All bidders shall include at least three (3) references indicating their capabilities to perform such work. References shall include the name, location, ownership, and use of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the work completed by the Contractor. The Proposal Form includes a section in which these references should be listed.

1.07 Notice to Proceed

- A. Any work performed or any materials contracted for prior to issuance of the Owner's written Notice to Proceed and /or Purchase Order shall be at the Bidder's risk.

1.08 Contract Time

- A. The Successful Bidder, as a condition of the Contract, agrees that all Work is to be Substantially Complete forty-five (45) calendar days prior to the Final Completion Date established by the Request for Quotation and the issuance of the Notice to Proceed. All work is to be completed within three hundred – ninety (390) calendar days.

1.09 Brand Name Specifications:

- A. All references in the Project Manual and Drawings to brand or manufacturer specific items are included only to establish a quality level for materials, products or equipment provided to fulfill the Contract, and thus should be considered to be followed by the words, "or equal".

1.10 Bid Form:

- A. Vendor's who wish to respond to a Centralized Request for Quotation online may submit information through the State's wvOASIS, Vendor Self Services (VSS). Vendors should download the "Bid Form" that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their prices information and include it as an attachment to their online response with an Attachment Type of "Pricing". The Bid Form attachments (Pricing) are then downloaded by the Buyer during bid opening for bid evaluation.
- B. If unable to respond online please submit the Bid Form with your bid prior to the bid opening date.
- C. Because this Solicitation contains a Pricing Sheet that contains a Base Bid, Alternate, and Unit Prices; Vendor's submitting bids must provide this documentation with their bids prior to bid opening.

1.11 Award of Contract:

- A. The Bidder will note that Bids consist of the Base Bid and may also include several related add or deduct Alternate items, all comprising items that will form the contract as a whole. The Owner may award the contract on the basis of the Base Bid alone, or if and when conditions warrant, accept such alternates appearing on the proposal, thereby reducing or increasing the amount of the Base Bid to form the Contract amount.
- B. The Contract shall be deemed as having been awarded only upon execution of the approved, signed purchase order by the State Purchasing Division.

1.12 Form of Agreement between Owner and Contractor

- A. The Agreement for the Work shall be written on AIA Document A101 – 2007, Standard Form of Agreement between Owner and Contractor (where the basis of payment is a Stipulated Sum) including the General Terms and Conditions provided in the A201-2007 General Conditions of

the Contract for Construction and the 'State of West Virginia Supplementary Conditions to the AIA Document A201-2007 General Conditions of the Contract for Construction'.

END OF DOCUMENT 00100



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 93221

Doc Description: Addendum No.01 - Construction of Surplus Property Facility

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-03-27	2015-04-30 13:30:00	CRFQ 0213 PUR1500000016	2

BID PLACE AND LOCATION:

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

VENDOR

Vendor Name, Address and Telephone Number:

Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085
 WV 001196

304-632-1600

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2598
 guy.l.nisbet@wv.gov

Signature X

Robert D. Hill

FEIN # 55 0648251

DATE 4-30-15

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

OFFICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER DEPARTMENT OF ADMINISTRATION SURPLUS PROPERTY 2700 CHARLES AVE DUNBAR WV25064-2236 US		ADMINISTRATIVE SERVICES MANAGER DEPARTMENT OF ADMINISTRATION SURPLUS PROPERTY 2700 CHARLES AVE DUNBAR WV 25064 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	New industrial building and warehouse construction services	0.00000			

Comm Code	Manufacturer	Specification	Model #
72121000			

Extended Description :

Phased demolition of buildings and construction of a new pre-engineered metal building.

Vendor to submit all Pricing Documentation as well as other required documentation with bid prior to bid opening.

PUR1500000016	Document Phase Draft	Document Description Addendum No.01 - Construction of Surplus Property Facility	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: PUR1500000016
Addendum Number: No.01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to repost bidding documentation to the wvOASIS website. This information did not appear with upload process.

No other Changes.

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

Terms and Conditions:

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

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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 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.

Danhill Construction Company
 Company

Robert D. Wier
 Authorized Signature

4-30-2015
 Date

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

Revised 6/8/2012



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 93221

Doc Description: Addendum No.02 - Construction of Surplus Property Facility

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-03-27	2015-04-30 13:30:00	CRFQ 0213 PUR1500000016	3

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

Vendor Name, Address and Telephone Number:
 Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085
 WV 001196

304-632-1600

FOR INFORMATION CONTACT THE BUYER
 Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X *Robert D. Hill* FEIN # 551648251 DATE 4-30-2015

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

OFFER TO		OFFER TO	
ADMINISTRATIVE SERVICES MANAGER DEPARTMENT OF ADMINISTRATION SURPLUS PROPERTY 2700 CHARLES AVE DUNBAR WV25064-2236 US		ADMINISTRATIVE SERVICES MANAGER DEPARTMENT OF ADMINISTRATION SURPLUS PROPERTY 2700 CHARLES AVE DUNBAR WV 25064 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	New industrial building and warehouse construction services	0.00000			

Comm Code	Manufacturer	Specification	Model #
72121000			

Extended Description :

Phased demolition of buildings and construction of a new pre-engineered metal building.

Vendor to submit all Pricing Documentation as well as other required documentation with bid prior to bid opening.

PUR1500000016	Document Phase Draft	Document Description Addendum No.02 - Construction of Surplus Property Facility	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ PUR1500000016

Addendum Number: No.02

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

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

1. Pre-bid sign in sheet from mandatory meeting.
2. Revised and updated Pricing Page (Dated: 04/08/2015)
3. Information of subsurface investigation.
4. ADD Section 329201 "Temporary Erosion and Sediment Control" as attached to this Addendum.
5. Revisions to Drawings C400 R1 dated: 04/02/15
Revisions to Drawings C430 R1 dated: 04/02/15
6. No other Changes

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

Terms and Conditions:

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

ATTACHMENT A

PRE-BID CONFERENCE
SIGN IN SHEET

000001

Request for Quotation Number:

CRFQ PUR1500000016

Date:

04/08/2015 @10:00 AM. EST.

Project Description:

WV Surplus Property Construction/Renovation Project

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	WV Purchasing Division
Firm Address:	2019 Washington Street, East
	Charleston, WV. 25301
Representative Attending:	Guy Nisbet
Phone Number:	304.558.2596
Fax Number:	304.558.3900
Email Address:	Guy.L.Nisbet@WV.Gov

Firm Name:	MIRC Construction
Firm Address:	500 B2 Prestige Park
	Hurricane WV 25524
Representative Attending:	Sean Adkins
Phone Number:	304-710-8349
Fax Number:	888-909-7394
Email Address:	sadkins@mircconstruction.com

Firm Name:	Jeffords Corporation
Firm Address:	2070 Winfield Rd
	St. Albans WV 25177
Representative Attending:	Derek Casto
Phone Number:	304-204-3168
Fax Number:	304-755-8343
Email Address:	derekcasto@jeffords.com

Firm Name:	PARAMOUNT BUILDERS
Firm Address:	501 6TH AVE
	ST. ALBANS WV 25177
Representative Attending:	CHRIS SHAW
Phone Number:	304 727 2770
Fax Number:	304 727 0302
Email Address:	Cshaw@paramountwv.com

Firm Name:	LEE ROBER BUILDS, INC.
Firm Address:	P.O. Box 1872
	SHINNSTON, WV 26451
Representative Attending:	JACOB KISSILKA
Phone Number:	304 592-2083
Fax Number:	304-592-3920
Email Address:	JACOB@LRBUILDSWV.COM

Firm Name:	Danhill Construction Company
Firm Address:	P.O. Box 685
	Barley Bridge, W.V. 25085
Representative Attending:	Chris Dozier
Phone Number:	304-632-1000
Fax Number:	304-632-1501
Email Address:	Cdozier33@yahoo.com

PRE-BID CONFERENCE
SIGN IN SHEET

00002

Request for Quotation Number:

CRFQ PUR1500000016

Date:

04/08/2015 @10:00 AM. EST.

Project Description:

WV Surplus Property Construction/Renovation Project

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>Swope Construction Co</u>
Firm Address:	<u>1325 Bluefield Ave</u> <u>Bluefield, WV 25701</u>
Representative Attending:	<u>Donald Gatewood</u>
Phone Number:	<u>304.741.4300</u>
Fax Number:	<u>304.327.9444</u>
Email Address:	<u>dgatewood@swopeco.com</u>

Firm Name:	<u>Neighborhood Construction</u>
Firm Address:	<u>1216 7th Av</u> <u>Huntington WV 25701</u>
Representative Attending:	<u>Donald B. J. W</u>
Phone Number:	<u>304 525 5181</u>
Fax Number:	<u>204.525 7795</u>
Email Address:	<u>estimating@neighborhood.com</u>

Firm Name:	<u>PAUL TURNER</u>
Firm Address:	<u>CENTRAL CONTRACTING</u> <u>5156th Ave</u> <u>St. Albans WV</u>
Representative Attending:	<u>Paul Turner</u>
Phone Number:	<u>304-722-4939</u>
Fax Number:	<u>304-722-2028</u>
Email Address:	<u>Paul.T@CENTRALC.COM</u>

Firm Name:	<u>BBB Carleton LLC</u>
Firm Address:	<u>600 KANAWHA BLVD.</u> <u>SUITE 200</u> <u>CHARLESTON, WV 25301</u>
Representative Attending:	<u>TOM SIMMS</u>
Phone Number:	<u>(304) 345-1300</u>
Fax Number:	<u>(304) 345-1300</u>
Email Address:	<u>tsimms@bbbcarleton.com</u>

Firm Name:	<u>M. O'Connell, Inc</u>
Firm Address:	<u>3331 south 3rd st</u> <u>Ernaton, OH 45638</u>
Representative Attending:	<u>Carl Hassard</u>
Phone Number:	<u>740-532-2277</u>
Fax Number:	<u>740-532-4988</u>
Email Address:	<u>coffey1@outlook.com</u>

Firm Name:	<u>Bob Rank Branch mech</u>
Firm Address:	<u>132 Harris Dr. Park</u>
Representative Attending:	<u>Bob Rees</u>
Phone Number:	<u>304 255 0373</u>
Fax Number:	<u>255 5270</u>
Email Address:	<u>BREANT & Rank Branch Mechanical</u> <u>Com</u>

PRE-BID CONFERENCE
SIGN IN SHEET

00003

Request for Quotation Number:

CRFQ PUR1500000016

Date:

04/08/2015 @10:00 AM. EST.

Project Description:

WV Surplus Property Construction/Renovation Project

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO
MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	JARRETT CONSTRUCTION
Firm Address:	1605 VIRGINIA STREET CHARLESTON, WV
Representative Attending:	JIM DECKER
Phone Number:	304-288-1508
Fax Number:	
Email Address:	jim.decker@jarrett-construction.com

Firm Name:	G&G Builders
Firm Address:	135 Corporate Centre Drive Suite 550 Sec 0 Depot WV 25560
Representative Attending:	Red Orem
Phone Number:	304 757-9196
Fax Number:	304 757-0993
Email Address:	rdorem@gandgbuilders.com

Firm Name:	Oval Construction Mat. LLC
Firm Address:	P.O. Box 401 Charleston, WV 25322
Representative Attending:	Chuck Bairfield
Phone Number:	304-347-8820
Fax Number:	304-347-8821
Email Address:	jeanney@ovalconstruction.com

Firm Name:	Astech Corp
Firm Address:	3400 FALCON DR CHARL WV 25311
Representative Attending:	
Phone Number:	304 348-0545
Fax Number:	
Email Address:	Astech50@hotmail.com

Firm Name:	Danhill Const. Co
Firm Address:	PO Box 685 Gawley Bldg. WV.
Representative Attending:	Dan Hill
Phone Number:	304-632-1600
Fax Number:	632-1501
Email Address:	rdanhill@hotmail.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	



April 8, 2015

ADDENDUM NO. 2

RE: The New State Surplus Property Facility
West Virginia General Services Division
Dunbar, West Virginia
Architect's Project No. 1419

TO: Prospective Bidders

FROM: ZMM, Inc. Architects and Engineers

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

ATTACH THIS ADDENDUM TO THE FRONT COVER OF THE PROJECT MANUAL AND ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID FORM.

PART 1 - CHANGES TO SPECIFICATIONS

A. Instructions To Vendors Submitting Bids - ADD Article 18 to read as follows:

18. PROJECT CONDITIONS

A. Site Information: Data from limited subsurface investigation reports are available to the Contractor for information only. Conditions are not intended as representations or warranties of accuracy or continuity between soil borings. The Owner will not be responsible for interpretations or conclusions drawn from this data by Contractor.

1. Bidders must satisfy themselves by personal examination of the site of the Work and by such other means as they may wish as to the actual conditions there existing. Additional test borings and other exploratory operations may be performed by Bidder.
2. Data is made available for the convenience of the Contractor. Data may be obtained from the Architect by requesting same on Contractor's letterhead, signed by a legal representative of the Contractor, in following form:

- a. "Please forward copy of soil investigation report for [Project Name]. _____ (Bidder) herein releases the Owner and Architect from any responsibility or obligations as to its accuracy or completeness or for any additional compensation for work performed under the contract due to the assumptions based on use of such furnished information or data."

B. ADD Section 329201 "Temporary Erosion and Sediment Control" dated 04/07/15 as attached to this Addendum.

PART 2 - CHANGES TO DRAWINGS

A. Refer to the following:

- 1. Revised Drawing No. C400 R1 with revisions dated 4/2/15 as attached to this Addendum.
- 2. Revised Drawing No. C430 R1 with revisions dated 4/2/15 as attached to this Addendum.

END OF ADDENDUM

Attachments: Section 329201 dated 04/07/15 13 pages
 Revised Drawing No. C400 R140" x 32"
 Revised Drawing No. C430 R140" x 32"

SECTION 329201 -- TEMPORARY EROSION AND SEDIMENT CONTROL**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.**

1.2 SUMMARY**A. Section Includes:**

- 1. Regulatory requirements.**
- 2. Erosion-control material(s).**

B. Related Sections include the following:

- 1. Site Clearing -- Section 311000**
- 2. Earth Moving -- Section 31200**
- 3. Storm Utility Drainage Piping -- Section 334100**

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site with WV Department of Environmental Protection and Architect.**

1.4 SUBMITTALS**A. Product Data:**

- 1. Silt Fence.**
- 2. Wattle.**
- 3. Filter Sock.**
- 4. Temporary seeding.**

1.5 REGULATORY REQUIREMENTS

- A. Contractor shall comply with the WV/NPDES General Construction Stormwater permit issued for this project.**
- B. Contractor is responsible for modifications of permit for borrow areas and modifications to site erosion and sediment controls.**
- C. Contractor is responsible for paying fines associated with non-compliance with the WV/NPDES General Construction Stormwater permit.**

PART 2 - PRODUCTS

2.1 SILT FENCE

A. Fabric:

1. As indicated on the Contract Drawing and shall meet the applicable requirements of AASHTO M288, Section 7.

B. Fence Posts:

1. Minimum 48" long.
2. Wood Posts: 2" x 2" posts of sound quality hardwood.

2.2 TEMPORARY SEEDING

A. Seed Mixtures:

Plant Names	Planting Dates	Application Rate (lbs/acre)
Annual Rye	2/16 - 5/15 8/1 - 11/1	40
Field Bromegrass	3/1 - 6/15 8/1 - 9/15	40
Spring Oats	3/1 - 6/15	100
Winter Rye	8/15 - 2/28	170
Winter Wheat	8/15 - 2/28	180
Redtop	3/1 - 6/15	10
Annual Rye and Spring Oats	3/1 - 6/15	30 and 70

PART 3 - EXECUTION

3.1 CONTROL MEASURES

- A. The control measures shown on the plans are the minimum controls necessary to protect off-site areas from sediment-laden runoff generated on the project site. Additional controls may be required depending on the progress of construction and varying conditions encountered. The erosion and sediment control measures included are in accordance with the West Virginia Erosion and Sediment Control Best Management Practices Manual.

1. THE SEDIMENT AND EROSION CONTROLS SHALL BE IMPLEMENTED PRIOR TO LAND-DISTURBING ACTIVITIES.
2. ACTIONS MUST BE TAKEN TO MINIMIZE THE TRACKING OF MUD, SOIL, AND ROCK FROM CONSTRUCTION AREAS ONTO PUBLIC ROADWAYS. SOIL AND ROCK TRACKED ONTO THE ROADWAY SHALL BE REMOVED DAILY.
3. STANDARD STONE CONSTRUCTION ENTRANCE SHALL BE INSTALLED TO PREVENT THE TRACKING OF MUD ONTO PUBLIC ROADWAYS.
4. SOIL STOCKPILES SHALL BE LOCATED AWAY FROM STREAMS, PONDS, SWALES, AND CATCH BASINS. STOCKPILES SHALL BE SEEDED, MULCHED, AND ADEQUATELY CONTAINED THROUGH THE USE OF SILT FENCE.

5. SEDIMENT LADEN WATER ENCOUNTERED DURING TRENCHING, BORING, OR OTHER EXCAVATION ACTIVITIES SHALL BE PUMPED TO SEDIMENT TRAPPING DEVICES AND CLEANED PRIOR TO BEING DISCHARGED. DISCHARGES TO STORM DRAINS, DITCHES, OR WATER BODIES MUST BE COVERED UNDER A WVDEP NPDES GENERAL PERMIT.
6. BARE SOIL AREAS NOT SUBJECT TO ACTIVE CLEARING, EXCAVATION, GRADING, OR FILL ACTIVITIES SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT SEEDING AND/OR MULCHING WITHIN 7 DAYS IF NO WORK IS PLANNED IN THAT AREA DURING THE NEXT WEEK.
7. SILT FENCES AND OTHER TEMPORARY CONTROLS SHALL BE REMOVED AFTER PAVEMENT OR VEGETATION IN UP GRADIENT AREAS IS ESTABLISHED AND DITCHES ARE STABLE.
8. GOOD HOUSEKEEPING MEASURES FOR MATERIAL STORAGE AND HANDLING VEHICLE FUELING AND MAINTENANCE, SPILL RESPONSE AND CLEANUP, AND WASTE MANAGEMENT SHALL BE FOLLOWED TO ENSURE THAT RUNOFF FROM THE SITE IS FREE OF CONTAMINANTS.
9. GOOD HOUSEKEEPING PRACTICES SHALL BE APPLIED TO PREVENT CONTAMINATED RUNOFF OR OTHER IMPACTS FROM PAINT OR CONCRETE WASTES, FUELS, OILS, TRASH, OR OTHER MATERIALS.

3.2 TEMPORARY SEEDING

- A. Install temporary seeding as required by the WV NPDES Construction Stormwater General Permit.
- B. Temporary (interim stabilization): Slope areas, soil stockpiles, or embankments that will sit idle due to unforeseen circumstances during operations or that will remain in place for more than seven days shall receive temporary seeding.

3.3 MAINTENANCE

- A. The contractor shall maintain records of maintenance logs and inspection reports for the erosion and sediment control measures. The contractor shall comply with the maintenance schedule shown and shall immediately rectify non-compliance issues.
 1. MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT THE ENTIRE PROJECT PERIOD.
 2. EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED BY THE SITE SUPERINTENDENT OR REPRESENTATIVE A MINIMUM OF WEEKLY AND AFTER EACH RUNOFF EVENT.
 3. DAMAGED CONTROLS SHALL BE REPAIRED OR REPLACED BY THE END OF THE WORKING DAY.
 4. ADDITIONAL STONE SHALL BE ADDED TO THE ROCK CONSTRUCTION ENTRANCE AS NEEDED TO MAINTAIN A MINIMUM 6" THICKNESS. THE CONTRACTOR SHALL MAINTAIN THE STONE FROM THE ENTRANCE AS NOT TO CREATE A HAZARDOUS ROADWAY CONDITION ON THE ADJOINING ROAD. THE CONTRACTOR IS RESPONSIBLE TO CLEAN ROADWAYS OF MUD AND/OR DUST.
 5. SILT FENCE SHALL HAVE THE SEDIMENT REMOVED WHEN ACCUMULATION HAS REACHED A QUARTER OF THE HEIGHT OF THE

FENCE. SECTIONS OF FENCE THAT HAVE BEEN UNDERMINED OR TOPPED SHALL BE IMMEDIATELY REPLACED.

6. SLOPES SHALL BE CHECKED FOR SIGNS OF EROSION AND REPAIRED IMMEDIATELY WHEN REQUIRED. RE-GRADING, RE-SEEDING AND MULCHING AND THE USE OF EROSION CONTROL BLANKETS SHALL BE EMPLOYED.
7. DISCHARGE LOCATIONS SHALL BE INSPECTED TO ASCERTAIN THE EFFECTIVENESS OF THE CONTROLS. ADDITIONAL CONTROL MEASURES SHALL BE IMPLEMENTED AS NEEDED.
8. SEEDED AND VEGETATED AREAS SHALL BE CHECKED WEEKLY. AREAS SHALL BE FERTILIZED, RE-SEEDED, MULCHED, AND WATERED AS REQUIRED. IF EROSION GULLIES HAVE FORMED IN VEGETATED AREAS, MEASURES, SUCH AS DIVERTING UP SLOPE RUNOFF, SHALL BE TAKEN TO ACHIEVE A GOOD STAND. IN AREAS THAT VEGETATION HAS FAILED TO ESTABLISH ADEQUATE COVER TO PREVENT EROSION, RE SEEDING OR SODDING SHALL BE REQUIRED. PROPERLY MAINTAIN MULCHED AREAS THROUGH PROJECT COMPLETION.

Maintenance Chart:

E&S Control	Inspection Frequency	Deadline For Repairs	Responsible Party
Construction Entrance	Daily	End of Working Day	Contractor
Silt Fence/Filter Sock/Wattle	Weekly and After Runoff Event	1 working day	Contractor
Temporary and Permanent Seeding	Weekly and After Runoff Event	Immediately or when seed bed is dry	Contractor

3.4 WV/NPDES GENERAL CONSTRUCTION STORMWATER PERMIT

1. The Contractor shall maintain on-site a copy of the permit and comply with requirements and associated Groundwater Protection Plan (GPP).
2. The Contractor shall provide training to their staff regarding their responsibility in maintaining and documenting temporary erosion and sediment controls.
3. Contractor shall complete and maintain on-site Groundwater Protection Plan as required by WV/NPDES permit (Appendix A of this section).
4. Contractor shall maintain inspection reports of erosion and sediment controls as required by WV/NPDES permit (Appendix B of this section).

APPENDIX A – GENERIC GROUNDWATER PROTECTION PLAN

GENERIC GROUNDWATER PROTECTION PLAN FOR CONSTRUCTION SITES

To be considered a Groundwater Protection Plan (GPP) which can be implemented, this document must be completed in full. If a portion of this plan does not apply to your facility it should be marked "Not Applicable" or "NA". If more space is needed for any section, attach additional sheets to this document. Number any additions with the appropriate section number (For example: 47 CSR 58.4.11.1).

This GPP must be available on site for review at all times. The Director may require modification of a GPP to assure adequate protection of ground water.

If a facility does not have adequate ground water protection practices in place they may submit a compliance schedule for implementation of the necessary practices. This compliance schedule would allow them time (no longer than thirty days) to implement the necessary practices.

FACILITY/SITE INFORMATION	
Facility Name: WV State Surplus	
Facility location: Dunbar	County: Kanawha
Latitude: 38 ° 21 ' 60" .	Longitude: 81 ° 45 ' 20" .
Contact Person:	Telephone:
Company Name:	
Mailing Address:	
City, State, Zip	
Date Construction to begin:	
Date Construction to end:	

I certify that I have personally examined and approved this Groundwater Protection Plan (GPP). This GPP will be implemented and adhered to during the period construction is in progress at this site.	
Designated Representative:	Title:
Signature:	Date:

**INVENTORY WORK SHEET FOR POTENTIAL CONTAMINANTS
(47 CSR 58.4.11.1)**

Complete the following table providing the storage location, quantity and potential to contaminate soil or ground water. If the potential contaminate listed is not kept on site, then enter "NA" in all three columns. If this site maintains additional items with the potential to contaminate ground water list the additional items in the spaces provided at the end of this list. The storage location should be indicated on a site map.

Potential Contaminant	Storage Locations	Quantity In Gallons	Potential to Contaminate Soil or Ground Water
Fertilizers/Including ammonium nitrate			
Batteries/ Battery Acid			
Fuels (tanks)			
Lubricants (Oil/Grease) (tanks and drums)			
Parts Cleaners			

**PROCEDURES DESIGNED TO PROTECT GROUND WATER
AT CONSTRUCTION SITES
(47 CSR 58.4.11.2)**

Complete the following table providing the practices and procedures which will be in place at the construction site to prevent contamination of ground water by the potential contaminants. Equipment cleaning, maintenance activities, pipelines, and sumps and tanks which contain potential contaminants must be addressed. Examples of Groundwater Protection Practices can be found in 47 CSR 58.4. et seq.

Potential Contaminant	Procedures to Prevent Contamination of Ground Water
Fertilizers including ammonium nitrate	
Batteries/ Battery Acid	
Fuels (Tanks)	
Lubricants (Oil/Grease) (tanks and drums)	
Parts Cleaners	
Storage area for raw materials, product, or wastes	

47 CSR 58.4.11.4.

A summary of all activities carried out under other regulatory programs that have relevance to ground water protection. Indicate below all permits, required plans and regulatory agencies who have any control over the facility and how the facility could impact ground water. Examples WV/National Pollutant Discharge Elimination System, WV/DEP/OWM Solid Waste Facility Permit, WV/DEP/OWM Hazardous Waste Facility Permit, WV/DEP/OWM Underground Storage Tank Program, Resource Conservation Recovery Act (RCRA), Comprehensive Environmental Response, Compensation & Liability Act (CERCLA), Toxic Substances Control Act, Underground Injection Control Permit, and WV Department of Health (septic tanks and sewage systems)

PERMIT NUMBER	PERMIT
WV0115924	WV/NPDES General Construction Stormwater Permit

47 CSR 58.4.11.5.

A discussion of all available information reasonably available to the facility/activity regarding existing ground water quality at, or which may be affected by the site. Complete the following table as much as possible and attach a brief description of readily available information such as soil type, type of underlying geologic formations, the results of any percolation tests conducted by the county health department for septic tanks, and the results of any sampling activity at the facility from monitoring wells, drinking water wells, springs, or seeps. The location of the sampling points should be identified on the site sketch. Monitoring wells and sampling are not requirements of a GPP. However, if the information is available it should be included. Prior spills, remediation efforts, and known contamination, both on site and at adjacent or nearby sites, should be included.

Closest surface water body:	Finney Creek
Distance to closest surface water body:	100 feet
Depth to ground water (if known):	15 feet
Known ground water monitoring wells within 2000 feet:	No known wells
Known public or private drinking water wells within 2000 feet:	No known wells
Closest Well Head Protection Area:	Unknown
Closest Source Water Protection Area:	6 miles

47 CSR 58.4.11.6.

No wastes will be used for deicing, ice control, structural fills, road base or other uses unless provided for in existing regulations.

47 CSR 58.4.11.7.

All employees will be trained on their responsibility to ensure groundwater protection. Current job procedures provide direction on how to prevent ground water contamination through proper work practices.

47 CSR 58.4.11.8.

Every three months during the life of the construction activity the site will be inspected to ensure that all elements and equipment of the sites ground water protection program are in place, properly functioning, and appropriately managed.

APPENDIX B – EXAMPLE INSPECTION REPORT

BMP Inspection & Maintenance Guidance

West Virginia's Construction Storm water General Permit requires that all erosion and sediment control Best Management Practice's [BMP's] be inspected on a routine basis. These inspections must be maintained on the construction site at all times. WV DEP has developed this document to provide guidance on conducting and documenting BMP inspections at your construction site.

The West Virginia Construction Storm Water General Permit sets forth General Management Controls that the SWPPP must contain.

G.4.d.1.A Preventative Maintenance – A preventative maintenance program shall involve inspection and maintenance of sediment and erosion control devices and storm water management structures to uncover conditions that could cause breakdowns or failures resulting in discharges of pollutants to surface waters.

Additional requirements for Construction Activities in the SWPPP

G.4.e.2.(E) Maintenance. A description of procedures to maintain in good and effective condition and promptly repair or restore all grade surfaces, wall, dams and structures, vegetation, erosion and sediment control measure and other protective devices identified in the site plan. At a minimum, procedures in a plan shall provide that all erosion controls on the site are inspected at least once every seven calendar days and within 24 hours after any storm event of greater than 0.5 inches of rain per 24 hour period.

The following are guidelines to assist you in inspection protocol for your BMP's.

1. Describe the specific BMP you are inspecting. (You are required to inspect all erosion and sediment control structures as well as storm water management structures).
2. Record the date, time and weather conditions on your inspection report.
3. Make sure the inspector's name is on the report; they should also sign the inspection report.
4. Describe actions that are taken to resolve/repair problems with the BMP's

The next page is a sample inspection report. You may use this report or develop your own, however the inspection report should contain all the information that is outlined on the next page. These reports must be maintained on the construction site for the duration of the project.

BMP Inspection Report

Date: _____ Time: _____
 Weather conditions during inspection: _____
 Name of project: _____
 Name of person conducting inspection: _____
 Signature: _____

FOR EACH BMP – FILL OUT THE FOLLOWING

BMP you are inspecting: _____
 Condition of the BMP: _____
 Does this BMP need to be repaired or have other maintenance performed? _____
 What maintenance or repairs are being performed? _____

 When will repair or maintenance of this BMP be complete? _____
 Other Comments: _____

BMP you are inspecting: _____
 Condition of the BMP: _____
 Does this BMP need to be repaired or have other maintenance performed? _____
 What maintenance or repairs are being performed? _____

 When will repair or maintenance of this BMP be complete? _____
 Other Comments: _____

For more information on specific construction site Best Management Practices (BMP's) please consult West Virginia's BMP manual. The BMP manual will provide design criteria and detailed information about maintenance of BMP's. Available Fall 2006.

For more information about West Virginia's BMP manual please visit our website:

<http://www.wvdep.org/dwfm/stormwater/index.htm>

Addendum to BMP Inspection Report, Use as many of these BMP Inspection boxes as necessary.

DATE: _____

<p>BMP you are inspecting: _____</p> <p>Condition of the BMP: _____</p> <p>Does this BMP need to be repaired or have other maintenance performed? _____</p> <p>What maintenance or repairs are being performed? _____</p> <p>_____</p> <p>When will repair or maintenance of this BMP be complete? _____</p> <p>Other Comments: _____</p> <p>_____</p>
<p>BMP you are inspecting: _____</p> <p>Condition of the BMP: _____</p> <p>Does this BMP need to be repaired or have other maintenance performed? _____</p> <p>What maintenance or repairs are being performed? _____</p> <p>_____</p> <p>When will repair or maintenance of this BMP be complete? _____</p> <p>Other Comments: _____</p> <p>_____</p>
<p>BMP you are inspecting: _____</p> <p>Condition of the BMP: _____</p> <p>Does this BMP need to be repaired or have other maintenance performed? _____</p> <p>What maintenance or repairs are being performed? _____</p> <p>_____</p> <p>When will repair or maintenance of this BMP be complete? _____</p> <p>Other Comments: _____</p> <p>_____</p>

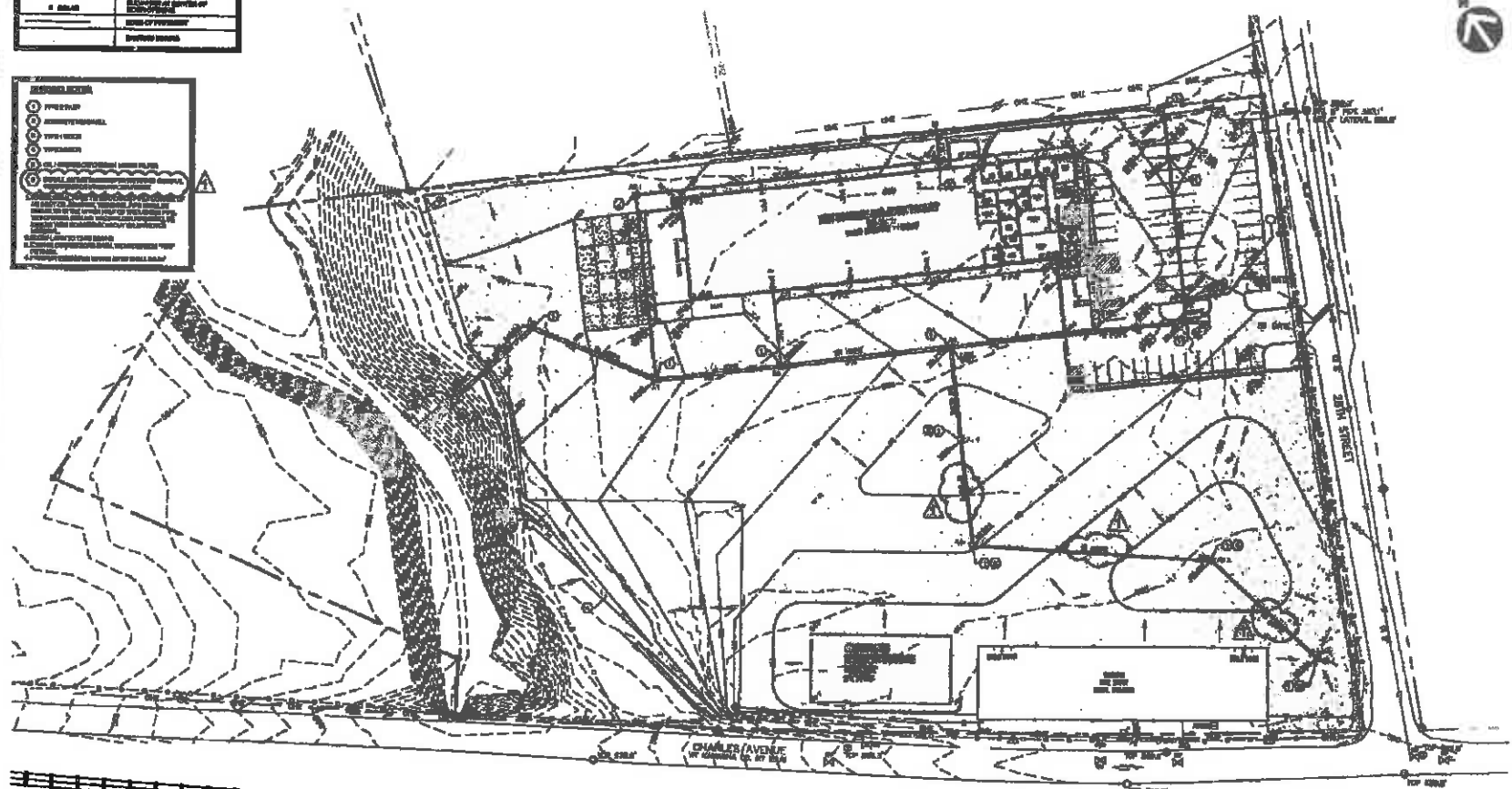
END OF SECTION

SYMBOL LEGEND	
○	CONCRETE
□	MAINTENANCE
△	STORM WATER
▽	WATER MAIN
◇	GAS MAIN
◇	MULTI-PHASE
◇	SEWER
◇	SEWER MAIN
◇	POWER CONDUIT/UNDERGROUND POWER
◇	CABLE
---	EXISTING GRADING
- - -	PROPOSED GRADING
- . -	PROPOSED TO GRAD. 2'
—	EXIST. SLOPE
—	EXIST. LINE/CONCENTR.
—	PROPOSED LINE
—	2' SLOPE RECONSTRUCTED
—	PIPE/CONDUIT
—	EXIST. POLE
—	NEW LINE/CONDUIT
—	RELOCATION OF SERVICE OF EXISTING LINE
—	LINE OF PROVISION
—	EXISTING ROAD

REVISIONS

1	PRELIMINARY
2	REVISED
3	REVISED
4	REVISED
5	REVISED
6	REVISED
7	REVISED
8	REVISED
9	REVISED
10	REVISED

REVISIONS TO ORIGINAL DRAWING			REVISIONS TO PROPOSED DRAWING					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION	NO.	DATE	
1	10/10/10	ISSUED FOR PERMIT	1	10/10/10	ISSUED FOR PERMIT	1	10/10/10	ISSUED FOR PERMIT
2	10/10/10	ISSUED FOR PERMIT	2	10/10/10	ISSUED FOR PERMIT	2	10/10/10	ISSUED FOR PERMIT
3	10/10/10	ISSUED FOR PERMIT	3	10/10/10	ISSUED FOR PERMIT	3	10/10/10	ISSUED FOR PERMIT
4	10/10/10	ISSUED FOR PERMIT	4	10/10/10	ISSUED FOR PERMIT	4	10/10/10	ISSUED FOR PERMIT
5	10/10/10	ISSUED FOR PERMIT	5	10/10/10	ISSUED FOR PERMIT	5	10/10/10	ISSUED FOR PERMIT
6	10/10/10	ISSUED FOR PERMIT	6	10/10/10	ISSUED FOR PERMIT	6	10/10/10	ISSUED FOR PERMIT
7	10/10/10	ISSUED FOR PERMIT	7	10/10/10	ISSUED FOR PERMIT	7	10/10/10	ISSUED FOR PERMIT
8	10/10/10	ISSUED FOR PERMIT	8	10/10/10	ISSUED FOR PERMIT	8	10/10/10	ISSUED FOR PERMIT
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10	10/10/10	ISSUED FOR PERMIT	10	10/10/10	ISSUED FOR PERMIT	10	10/10/10	ISSUED FOR PERMIT



ENGINEERING DEPARTMENT
400 WEST 5TH AVENUE, SUITE 1200
DENVER, COLORADO 80202
PHONE: (303) 555-5000
FAX: (303) 555-5001
WWW.ZMM.COM

NO.	DATE	DESCRIPTION
1		
2		
3		
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10		

The New
State Surplus Property Facility
General Services Division
Durban, West Virginia
BIDDING DOCUMENTS

GRADING AND DRAINAGE PLAN

DATE	4/8/2010
SCALE	AS SHOWN

C400 R1

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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.

Dankill Construction Company
Company

Robert D. Hill
Authorized Signature

4-30-2015
Date

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



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 93221

Doc Description: Addendum No.03 - Construction of Surplus Property Facility

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-04-15	2015-04-30 13:30:00	CRFQ 0213 PUR1500000016	4

BID CLERK

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON
 US

WV 25305

VENDOR

Vendor Name, Address and Telephone Number:

Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085
 WV 001196

304-632-1600

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X *Robert D. Hill*

FEIN# 5501648251

DATE 4-30-2015

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

FROM		SITE TO	
ADMINISTRATIVE SERVICES MANAGER DEPARTMENT OF ADMINISTRATION SURPLUS PROPERTY 2700 CHARLES AVE DUNBAR WV25064-2236 US		ADMINISTRATIVE SERVICES MANAGER DEPARTMENT OF ADMINISTRATION SURPLUS PROPERTY 2700 CHARLES AVE DUNBAR WV 25064 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	New industrial building and warehouse construction services	0.00000			

Comm Code	Manufacturer	Specification	Model #
72121000			

Extended Description :

Phased demolition of buildings and construction of a new pre-engineered metal building.

Vendor to submit all Pricing Documentation as well as other required documentation with bid prior to bid opening.

PUR1500000016	Document Phase Draft	Document Description Addendum No.03 - Construction of Surplus Property Facility	Page 3
---------------	--------------------------------	--	---------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ PUR1500000016

Addendum Number: No.03

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

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

1. Vendor submitted questions and Agency responses.
2. ZMM Addendum 3 modifications and clarifications dated: 04/13/2015
3. No other Changes

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

Terms and Conditions:

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

ATTACHMENT A

PUR1500000016
Surplus Property Renovation Project
Vendor Submitted Questions
04/13/2015

Q.1. Who provides and installs tele/data equipment and cabling? No details or specifications provided for this work if it is supplied by electrical contractor.

A.1. Refer to bidding documents for scope of work.

Q.2. Our company would like to make a formal substitution request for the metal building manufacturers specified on the project.

We would like to substitute Star Buildings, an NCI company. MIRC submitted this same substitution request and provided with success a Star Building on the Coonskin Park Maintenance Building project for the WVARNG.

Star Buildings per the specifications:

- Require no revisions to the contract documents
- Meet indicated results
- Provide or exceed sustainable design characteristics that other specified manufacturers provided
- Is fully documented
- Does not adversely affect Contractor's construction schedule
- Meets or exceeds requirements of authorities having jurisdiction
- Is fully compatible with other portion of the Work
- Will require no additional coordination with other portions of the Work
- Meets all warranty requirements
- Is uniform and consistent and is acceptable with all contractors involved

We have an established relationship with Star Buildings which we believe would benefit everyone involved should any issues arise during the construction process. The State of WV will also benefit from having purchased a building brand manufactured by the NCI Group – one of the most established metal building manufacturers in the country.

I am including a link to the Star Buildings literature website. We also have additional information at our office that I can provide to the architect if needed. I attempted to include an attachment but the file was too large to be received by your servers.

http://www.starbuildings.com/rc_literature.html

Thank you for your time and consideration.

A.2. Refer to Addendum #3.

Q.3. What is the size of the restroom floor tile? Walls are 12" x 18" and bullnose 3" x 12".

A.3. Information is shown in bidding documents. Refer to the Room Finish Schedule on sheet A221.

- Q.4. Coiling counter door #36. Specification indicates a fire rated door. The door schedule and wall types on A131 indicate the wall is not fire rated. Please clarify if Door #36 is to be fire rated.
- A.4. Refer to Addendum #3.
- Q.5. Can PVC pipe be used under floor slab in lieu of service weight cast iron?
- A.5. Information is shown in bidding documents. Refer to drawings and specification.
- Q.6. Foundation schedule on S130 has both slabs shown as type "E". Is it correct to assume the type "F" is the 6" slab?
- A.6. Refer to Addendum #3.
- Q.7. Page S131 shows a type "A" footing on column lines A1, E1 and A12. These appear to be 6/0 x 6/0 rather than 12/0 x 8/0; should these be type "C" footings?
- A.7. Refer to Addendum #3.
- Q.8. Page S130 shows the alternate building foundations as type "A" but they are drawn as 8/0 x 8/0 rather than 12/0 x 8/0. Please clarify.
- A.8. Refer to Addendum #3.
- Q.9. Page C310 - note 4(curbs). Please clarify the extent of new curbs, as the note only points to a few radius sections at the new paving in front of the office section.
- A.9. Refer to bidding documents for scope of work. New curbs are noted and shown graphically.
- Q.10. Page C310. The dark shading makes it difficult to distinguish the different paving types or read the notes. Please clarify.
- A.10. Information is legible. Plans as printed by Charleston Blueprint and as uploaded on the ftp site have been reviewed for legibility.
- Q.11. Detail 4 on C450 references a 12" yard drain; please clarify the location.
- A.11. Refer to Addendum #3.
- Q.12. Detail 2 on C560 states that the WVWC will make connections to their system and the cost is to be covered by the GC; since the GC does not have anyway of pre-determining this cost, could this be stated as an allowance?
- A.12. Information is available by calling WVWC.
- Q.13. Page A131 has three black dots adjacent to rooms 123 & 124; are these bollards?
- A.13. Refer to Addendum #3.

Q.14. Detail 1 on C340 references 6" & 8" bollards but we cannot find any distinctions made on the site plans other than stipulating the loading dock bollards have chain hooks.

A.14. Refer to Addendum #3.



April 14, 2015

ADDENDUM NO. 3

RE: The New State Surplus Property Facility
West Virginia General Services Division
Dunbar, West Virginia
Architect's Project No. 1419

TO: Prospective Bidders

FROM: ZMM, Inc. Architects and Engineers

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

ATTACH THIS ADDENDUM TO THE FRONT COVER OF THE PROJECT MANUAL AND ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID FORM.

PART 1 - CHANGES TO SPECIFICATIONS

- A. REPLACE Section 083313 "Coiling Counter Doors" dated 01/04/15 with replacement Section 083313 dated 04/14/15 as attached to this Addendum.
- B. Section 133419 "Metal Building Systems" - ADD Line 2.1.A.4 to read: "Star Building Systems (NCI Company)".

PART 2 - CHANGES TO DRAWINGS

1. Drawing No. C340 - DELETE reference to 8 inch diameter bollards in Detail No. 1.
2. Drawing No. C450 - DELETE Detail nos. 4, 5, 6, and 8.
3. Drawing No. A131 - Apply Keyed Note No. 5 to the three bollards located outside room nos. 123 and 124. All bollards will be 6 inch diameter pipe bollards.
4. Refer to the following revised Drawings as attached to this Addendum.
 - a. Drawing No. S130R1 and S131R1.
5. Drawing No. C400R1 issued with Addendum No. 2 - Make the following revisions:
 - a. REVISE Grading Note No. 2 to read: HDPE Flared End Section.
 - b. DELETE reference to Grading Note no. 2 (only) appearing on the west side of loading dock with arrow to 12" HDPE. Retain 12" HDPE.

END OF ADDENDUM

Attachments: **Section 083313 dated 01/04/15** 7 pages
 Revised Drawing No. S130R142" x 30"
 Revised Drawing No. S131R142" x 30"

SECTION 083313 - COILING COUNTER DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Coiling Counter doors.

B. Related Requirements:

- 1. Section 055000 "Metal Fabrications" for miscellaneous steel supports.

1.3 ACTION SUBMITTALS

A. Product Data: For each type and size of coiling counter door and accessory.

- 1. Include construction details, material descriptions, dimensions of individual components, profiles for slats, and finishes.
- 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished accessories.
- 3. Include description of automatic closing device and testing and resetting instructions.

B. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data.

- 1. Include plans, elevations, sections, and mounting details.
- 2. Include details of equipment assemblies, and indicate dimensions, required clearances, method of field assembly, components, and location and size of each field connection.
- 3. Include points of attachment and their corresponding static and dynamic loads imposed on structure.
- 4. Show locations of controls, locking devices, detectors or replaceable fusible links, and other accessories.
- 5. Include diagrams for power, signal, and control wiring.

C. Samples for Initial Selection: Manufacturer's finish charts showing full range of colors and textures available for units with factory-applied finishes.

- 1. Include similar Samples of accessories involving color selection.

- D. **Samples for Verification:** For each type of exposed finish on the following components, in manufacturer's standard sizes:

1. Curtain slats.
2. Bottom bar with sensor edge.
3. Guides.
4. Brackets.
5. Hood.
6. Laminate-clad counter panel product for each type, color, pattern, and surface finish; laminated to core.
7. Locking device(s).
8. Include similar Samples of accessories involving color selection.

1.4 INFORMATIONAL SUBMITTALS

- A. **Qualification Data:** For Installer.

1.5 CLOSEOUT SUBMITTALS

- A. **Maintenance Data:** For coiling counter doors to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. **Installer Qualifications:** An entity that employs installers and supervisors who are trained and approved by manufacturer for both installation and maintenance of units required for this Project.
1. **Maintenance Proximity:** Not more than two hours' normal travel time from Installer's place of business to Project site.
- B. **Sound-Control Doors:** Assemblies tested in a laboratory for sound-transmission-loss performance according to ASTM E 90, calculated according to ASTM E 413, and rated for not less than the STC value indicated.

PART 2 - PRODUCTS

2.1 MANUFACTURERS, GENERAL

- A. **Source Limitations:** Obtain coiling counter doors from single source from single manufacturer.
1. Obtain operators and controls from coiling counter door manufacturer.

2.2 COUNTER DOOR ASSEMBLY

1. Manufacturers: Subject to requirements of this Section, provide products as manufactured by one of the following:

- a. Cookson Company
 - b. Cornell Iron Works, Inc.
 - c. Overhead Door Corporation
- B. Operation Cycles: Door components and operators capable of operating for not less than 100,000 . One operation cycle is complete when a door is opened from the closed position to the fully open position and returned to the closed position.
- 1. Include tamperproof cycle counter.
- C. STC Rating: 26 .
- D. Door Curtain Material: Stainless steel Finish No. 4.
- E. Door Slats: No. 1-1/4" high by 3/8" deep, interlocked flat-faced slats constructed of 22 gauge AISI type 304 series stainless steel with tubular stainless steel bottom bar measuring 2" high by 1-1/4" deep.
- F. Slat and Bottom Bar Finish: Stainless Steel No. 4 Finish.
- G. Bottom Bar: Manufacturer's standard continuous channel or tubular shape, fabricated stainless steel and finished to match door .
- H. Curtain Jamb Guides: Stainless steel with exposed finish matching curtain slats. Provide continuous integral wear strips to prevent metal-to-metal contact and to minimize operational noise.
- I. Hood: Match curtain material and finish Stainless steel.
- 1. Shape: As shown on Drawings.
 - 2. Mounting: Face of wall.
- J. Sill Configuration: Solid Surface Countertop - Reference Section 064116 "Plastic-Laminate-Faced Architectural Cabinets".
- K. Door Finish:
- 1. Stainless-Steel Finish: No. 4 (polished directional satin).
 - 2. Interior Curtain-Slat Facing: Match finish of exterior curtain-slat face.
- L. Electric Door Operator:
- 1. M100 Series Tube Motor Operated: Supply Electric Tube Motor Operator - rated for a maximum of 10 cycles per day, cULus recognized, rated (50nm) or (100nm) as recommended by door manufacturer for size and type of door, 115 Volts, 1 Phase, 60 Hertz.
 - 2. Provide complete with electric tube motor, maintenance free electric brake, emergency manual crank hoist and control station(s).
 - 3. Motor shall be protected against overload with an auto-reset thermal sensing device.

4. Operator shall be equipped with an emergency manual crank hoist assembly that safely cuts operator power when engaged. A disconnect chain shall not be required to engage or release the manual crank hoist.
5. Operator shall be capable of 10-14 RPM. Fully adjustable, mechanical internal worm limit switch mechanism shall synchronize the operator with the door.
6. Automatic closure shall be activated by [a local smoke/fire detector] [a central smoke/fire alarm system].
7. Doors shall maintain an average closing speed of not more than 12" per second during automatic closing. When automatic closure is activated, electric sensing edge and push button are inoperable.
8. Doors shall be fail-safe and close upon power failure.
9. Resetting of spring tension or mechanical dropouts shall not be required. Upon restoration of power and/or clearing of the alarm signal, doors shall immediately reset by opening with the push button.
10. The electrical contractor shall mount the control station(s) and supply the appropriate disconnect switch, all conduit and wiring per the overhead door wiring instructions.
11. Operator Location: Integral tube mounted.
12. Motor Exposure: Interior .
13. Emergency Manual Operation: Crank type.
14. Obstruction Detection Device: Automatic electric sensor edge on bottom bar
 - a. Sensor Edge Bulb Color: Black.
15. Control Station: Surface mounted, "Open/Close/Stop" push buttons; NEMA 1.

M. Automatic Closing and Speed Governor Mechanism:

1. M100 FireGard™ Tube Motor Operating System:
 - a. Activation: Central alarm system or power outage.
 - b. Operation: Electric clutch shall disengage the operator drive mechanism and cause the door to close upon signal from a central alarm system or power outage.
 - c. Closing Speed: Governing device controls closing speed not to exceed 12 inches per second.
 - d. Reset Procedure: Operation of "open" control station after alarm is cleared and/or power is restored; resetting of spring tension or mechanical dropouts shall not be required.

N. Door Finish:

1. Stainless-Steel Finish: No. 4 (polished directional satin) .
2. Interior Curtain-Slat Facing: Match finish of exterior curtain-slat face.

2.3 MATERIALS, GENERAL

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.4 DOOR CURTAIN MATERIALS AND CONSTRUCTION

- A. Door Curtains: Fabricate coiling counter-door curtain of interlocking metal slats in a continuous length for width of door without splices. Unless otherwise indicated, provide slats of thickness and mechanical properties recommended by door manufacturer for performance, size, and type of door indicated, and as follows:
 - 1. Stainless-Steel Door Curtain Slats: ASTM A 666, Type 304; sheet thickness of 0.025 inch (0.64 mm); and as required.
- B. Curtain Jamb Guides: Manufacturer's standard angles or channels and angles of same material and finish as curtain slats unless otherwise indicated, with sufficient depth and strength to retain curtain, to allow curtain to operate smoothly, and to withstand loading. Slot bolt holes for guide adjustment. Provide removable stops on guides to prevent overtravel of curtain.
 - 1. Removable Posts and Jamb Guides: Manufacturer's standard.

2.5 HOODS

- A. General: Form sheet metal hood to entirely enclose coiled curtain and operating mechanism at opening head. Contour to fit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Form closed ends for surface-mounted hoods and fascia for any portion of between-jamb mounting that projects beyond wall face. Equip hood with intermediate support brackets as required to prevent sagging.
 - 1. Stainless Steel: 0.025-inch- (0.64-mm-) thick stainless-steel sheet, Type 304, complying with ASTM A 666.

2.6 LOCKING DEVICES

- A. Slide Bolt: Fabricate with side-locking bolts to engage through slots in tracks for locking by padlock, located on both left and right jamb sides, operable from coil side.
- B. Locking Device Assembly: Fabricate with cylinder lock, spring-loaded dead bolt, operating handle, cam plate, and adjustable locking bars to engage through slots in tracks.
 - 1. Lock Cylinders: Cylinders standard with manufacturer.
 - 2. Keys: Three for each cylinder.
- C. Chain Lock Keeper: Suitable for padlock.
- D. Safety Interlock Switch: Equip power-operated doors with safety interlock switch to disengage power supply when door is locked.

2.7 CURTAIN ACCESSORIES

- A. Astragal: Equip each door bottom bar with a replaceable, adjustable, continuous, compressible gasket of flexible vinyl, rubber, or neoprene as a cushion bumper.

- B. **Poll Hooks:** Provide pole hooks and poles for doors more than 84 inches (2130 mm) high.
- C. **Emergency Operation Disconnect Device:** Equip operator with hand-operated disconnect mechanism for automatically engaging manual operator and releasing brake for emergency manual operation while disconnecting motor without affecting timing of limit switch. Mount mechanism so it is accessible from floor level. Include interlock device to automatically prevent motor from operating when emergency operator is engaged.
- D. **Motor Removal:** Design operator so motor may be removed without disturbing limit-switch adjustment and without affecting emergency manual operation.

2.8 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM/NOMMA's "Metal Finishes Manual for Architectural and Metal Products (AMP 500-06)" for recommendations for applying and designating finishes.
- B. **Appearance of Finished Work:** Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.9 STAINLESS-STEEL FINISHES

- A. **Surface Preparation:** Remove tool and die marks and stretch lines, or blend into finish.
- B. **Polished Finishes:** Grind and polish surfaces to produce uniform finish, free of cross scratches.
 1. Run grain of directional finishes with long dimension of each piece.
 2. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.
 3. Directional Satin Finish: No. 4.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates areas and conditions, with Installer present, for compliance with requirements for substrate construction and other conditions affecting performance of the Work.
- B. Examine locations of electrical connections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install coiling counter doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.

- B. Install coiling counter doors, hoods, controls, and operators at the mounting locations indicated for each door.

3.3 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
 - 1. Perform installation and startup checks according to manufacturer's written instructions.
 - 2. Test and adjust controls and safety devices. Replace damaged and malfunctioning controls and equipment.

3.4 ADJUSTING

- A. Adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion.
- B. Lubricate bearings and sliding parts as recommended by manufacturer.
- C. Adjust seals to provide tight fit around entire perimeter.

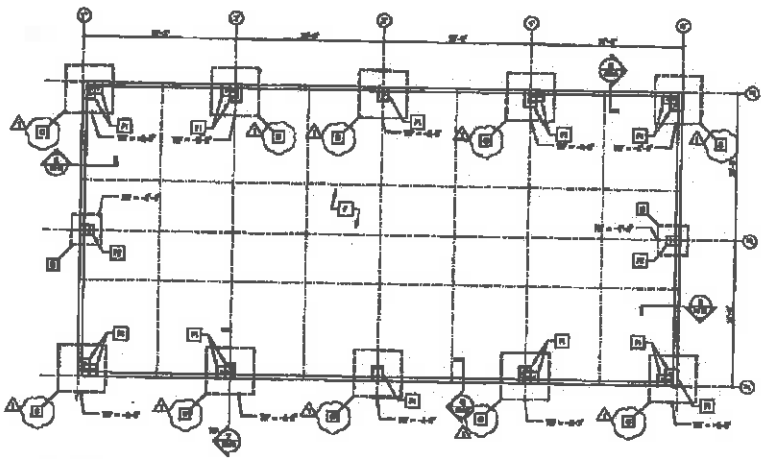
3.5 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of coiling-door Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for door operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
 - 1. Perform maintenance, including emergency callback service, during normal working hours.
 - 2. Include 24-hour-per-day, seven-day-per-week, emergency callback service.

3.6 DEMONSTRATION

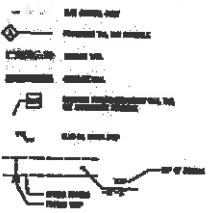
- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain coiling counter doors.

END OF SECTION



OUTDOOR STORAGE FOUNDATION PLAN - ALTERNATE
 2/2/05

FOUNDATION LEGEND



NOTES

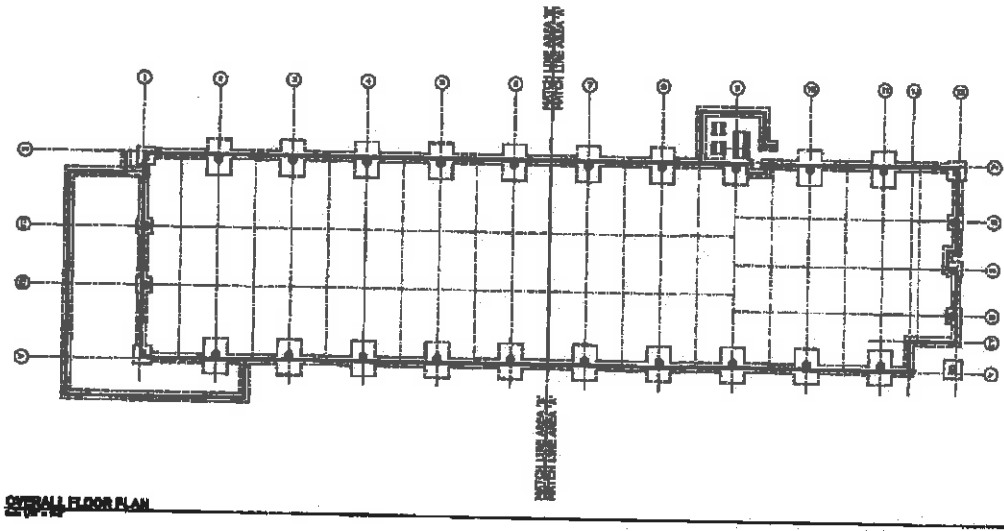
1. ALL FOUNDATION ELEMENTS SHALL BE CONCRETE PER THE SCHEDULE.
2. ALL FOUNDATION ELEMENTS SHALL BE CAST IN PLACE CONCRETE.
3. ALL FOUNDATION ELEMENTS SHALL BE CAST ON A 4" MINIMUM THICKNESS OF COMPACTED GRANULAR FILL OVER THE EXISTING GRADE.
4. ALL FOUNDATION ELEMENTS SHALL BE CAST WITH A MINIMUM OF 4" MINIMUM THICKNESS OF COMPACTED GRANULAR FILL OVER THE EXISTING GRADE.
5. ALL FOUNDATION ELEMENTS SHALL BE CAST WITH A MINIMUM OF 4" MINIMUM THICKNESS OF COMPACTED GRANULAR FILL OVER THE EXISTING GRADE.
6. ALL FOUNDATION ELEMENTS SHALL BE CAST WITH A MINIMUM OF 4" MINIMUM THICKNESS OF COMPACTED GRANULAR FILL OVER THE EXISTING GRADE.
7. ALL FOUNDATION ELEMENTS SHALL BE CAST WITH A MINIMUM OF 4" MINIMUM THICKNESS OF COMPACTED GRANULAR FILL OVER THE EXISTING GRADE.

CONCRETE PER SCHEDULE

CONCRETE TYPE	1	2	3	4
CONCRETE TYPE	1	2	3	4
CONCRETE TYPE	1	2	3	4
CONCRETE TYPE	1	2	3	4
CONCRETE TYPE	1	2	3	4
CONCRETE TYPE	1	2	3	4

FOUNDATION SCHEDULE

NO.	TYPE	SECTION	DESCRIPTION
1	1	1	FOUNDATION FOR THE STRUCTURE
2	2	2	FOUNDATION FOR THE STRUCTURE
3	3	3	FOUNDATION FOR THE STRUCTURE
4	4	4	FOUNDATION FOR THE STRUCTURE
5	5	5	FOUNDATION FOR THE STRUCTURE
6	6	6	FOUNDATION FOR THE STRUCTURE
7	7	7	FOUNDATION FOR THE STRUCTURE
8	8	8	FOUNDATION FOR THE STRUCTURE
9	9	9	FOUNDATION FOR THE STRUCTURE
10	10	10	FOUNDATION FOR THE STRUCTURE



OVERALL FLOOR PLAN
 2/2/05

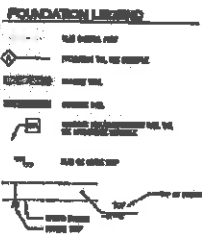
The New
 State Surplus Property Facility
 General Services Division
 Durham, WY

BIDDING DOCUMENTS

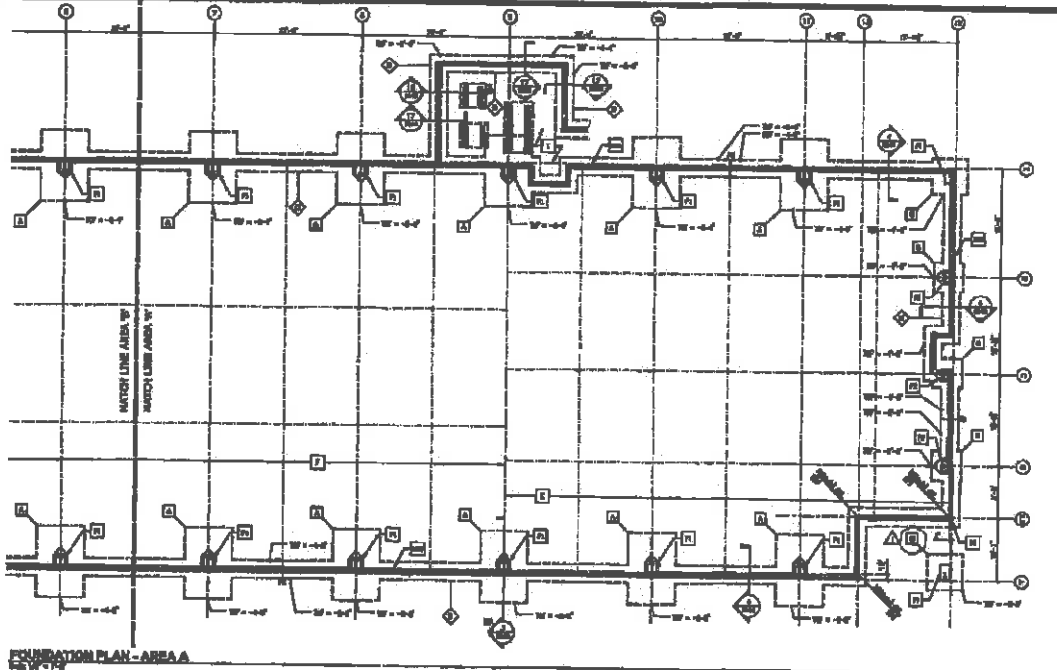
OVERALL FOUNDATION PLAN

DATE	REV.
10/20/04	1
11/15/04	2
12/15/04	3
01/15/05	4
02/15/05	5

8130R1



- ### SHOOTS NOTES
1. SEE ARCHITECT'S NOTES, SPECIFICATIONS AND SCHEDULES FOR ADDITIONAL NOTES.
 2. WORK TO BE DONE BY THE CONTRACTOR, UNLESS OTHERWISE NOTED.
 3. WORK TO BE DONE BY THE ARCHITECT, UNLESS OTHERWISE NOTED.
 4. WORK TO BE DONE BY THE OWNER, UNLESS OTHERWISE NOTED.



FOUNDATION PLAN - AREA A
REV. 1/20

CONCRETE PER SCHEDULE

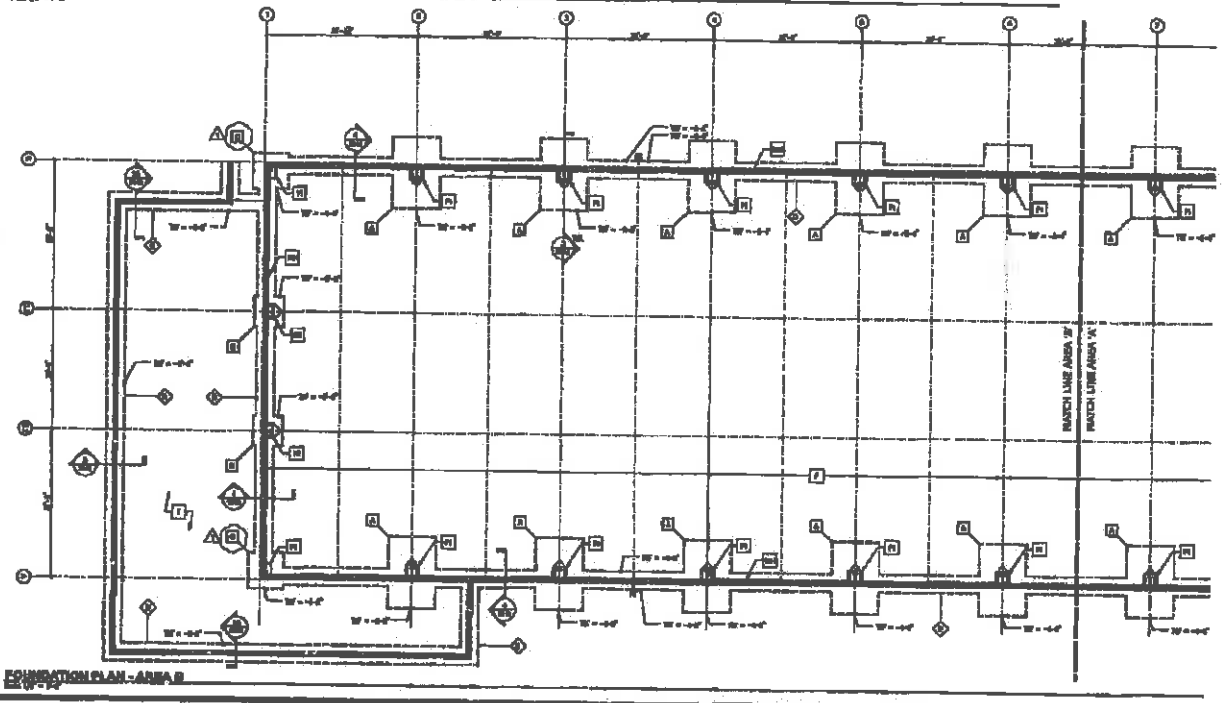
DESCRIPTION	QTY	UNIT	PRICE
CONCRETE	10,000	CU YD	120.00
FORMWORK	500	SQ YD	15.00
REINFORCEMENT	100	TON	180.00
ADDITIONAL	50	CU YD	120.00
TOTAL			1,500.00

FOUNDATION SCHEDULE

NO.	DESCRIPTION	QTY	UNIT	PRICE
1	FOUNDATION WALL	100	LINEAL FT	150.00
2	FOUNDATION COLUMN	50	NO.	100.00
3	FOUNDATION FOOTING	200	LINEAL FT	100.00
4	FOUNDATION	50	CU YD	120.00
5	FOUNDATION	50	CU YD	120.00
6	FOUNDATION	50	CU YD	120.00
7	FOUNDATION	50	CU YD	120.00
8	FOUNDATION	50	CU YD	120.00
9	FOUNDATION	50	CU YD	120.00
10	FOUNDATION	50	CU YD	120.00
TOTAL				1,500.00

MASONRY WALL SCHEDULE

NO.	DESCRIPTION	QTY	UNIT	PRICE
1	MASONRY WALL	100	SQ YD	15.00
2	MASONRY WALL	50	SQ YD	15.00
3	MASONRY WALL	50	SQ YD	15.00
4	MASONRY WALL	50	SQ YD	15.00
5	MASONRY WALL	50	SQ YD	15.00
6	MASONRY WALL	50	SQ YD	15.00
7	MASONRY WALL	50	SQ YD	15.00
TOTAL				1,500.00



FOUNDATION PLAN - AREA B
REV. 1/20



The New
State Surplus Property Facility
General Services Division
Dunbar, WV

BIDDING DOCUMENTS

FOUNDATION PLAN

DATE	DESCRIPTION
1/20	REVISED
1/20	REVISED
1/20	REVISED
1/20	REVISED

S131R1

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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 checked="" 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.

Dank:ll Construction Company
Company

Robert D. Heine
Authorized Signature

4-30-2015
Date

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

Revised 6/8/2012



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 93221

Doc Description: Addendum No.04- Construction of Surplus Property Facility

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-04-27	2015-04-30 13:30:00	CRFQ 0213 PUR1500000016	5

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085
 WV 001196

304-632-1600

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X *Robert D. Hill*

FEIN # 55 0648251

DATE 4-30-2015

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

ADMINISTRATIVE SERVICES MANAGER DEPARTMENT OF ADMINISTRATION SURPLUS PROPERTY 2700 CHARLES AVE DUNBAR WV25064-2236 US	ADMINISTRATIVE SERVICES MANAGER DEPARTMENT OF ADMINISTRATION SURPLUS PROPERTY 2700 CHARLES AVE DUNBAR WV 25064 US
--	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	New industrial building and warehouse construction services				

Comm Code	Manufacturer	Specification	Model #
72121000			

Extended Description :

Phased demolition of buildings and construction of a new pre-engineered metal building.

Vendor to submit all Pricing Documentation as well as other required documentation with bid prior to bid opening.

PUR150000016	Document Phase Draft	Document Description Addendum No.04- Construction of Surplus Property Facility	Page 3
---------------------	--------------------------------	---	---------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ PUR1500000016

Addendum Number: No.04

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

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

No other Changes

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

Terms and Conditions:

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

ATTACHMENT A



April 24, 2015

ADDENDUM NO. 4

RE: The New State Surplus Property Facility
West Virginia General Services Division
Dunbar, West Virginia
Architect's Project No. 1419

TO: Prospective Bidders

FROM: ZMM, Inc. Architects and Engineers

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

ATTACH THIS ADDENDUM TO THE FRONT COVER OF THE PROJECT MANUAL AND ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID FORM.

PART 1 - CHANGES TO SPECIFICATIONS

- A. Section 133419 "Metal Building Systems"- Make the following revisions:
1. REVISE Paragraph 1.12.B.1 to read: "Warranty Period: 10 years from date of Substantial Completion."
 2. REVISE Line 2.3.N.1.a to read: "R-Value: R-26 by using two layers of R-13 insulation.

PART 2 - CHANGES TO DRAWINGS

- A. Drawing No. A331 - Wall Sections - REVISE all annotation reading: "Minimum R-19 Batt Insulation with Vapor Retarder" to read: "Minimum R-26 Batt Insulation using two layers of R-13 Batt Insulation with Vapor Retarder".

END OF ADDENDUM

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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 checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" 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.

Danhill Construction Company
Company

Robert W. Hill

Authorized Signature

4-30-2015

Date

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

Revised 6/8/2012

Proposal Form

State of West Virginia -- General Services Division

The New State Surplus Property Facility (Revised: 04/08/2015)

1.1 NAME OF BIDDER: Dankill Construction Company

- A. The undersigned, hereinafter called 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 within the time set forth for the sum of:

1.2 BASE BID (Surplus Property Renovations)

(List any required bid breakdowns here, including language to indicate how breakdown affects bid, eg. "Provide cost per Phase for Accounting Purposes Only")

Three million seven hundred thirty Eight Thousand
(\$ 3,738,000⁰⁰)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)

1.3 ALTERNATES:

- A. The stated Base Bid is subject to the following additions or deductions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.) All work is to be as indicated on Drawings and as specified. Alternates, if accepted, will be accepted in the order as listed. Alternate 2 will not be accepted without having accepted Alternate 1.

1. Alternate Bid No. 1 - Provide New Open Storage Shelter Building as indicated on Drawings and as specified.

2. ADD the sum of: Two hundred thirty eight thousand

(\$ 238,000⁰⁰)

1.4 UNIT PRICES:

A. The stated Base Bid shall include allowances as described below. The contract sum shall be subject to the following Unit Prices for quantities which may be increased or decreased from the stated allowances. These Unit Prices include all materials, transportation, installation, tax, and contractor markup. Unit Prices may be stipulated in figures only.

B. Unit Price 1: Removal of unsatisfactory soil and replacement with satisfactory soil material.

1. Description: Unsatisfactory soil excavation and disposal off site and replacement with satisfactory fill material or engineered fill from off site, as required, according to Section 312000 "Earth Moving."
2. Unit of Measurement: Cubic yard of soil excavated, based on survey of volume removed.
3. *Quantity Allowance: Coordinate unit price with allowance requirements in Section 012100 "Allowances."*
4. For Removal of unsatisfactory soil and replacement with satisfactory soil material, if the actual amount differs from the stated allowance,

a. ADD or DEDUCT \$ \$ 38.50 /Cubic Yard

C. Unit Price No. 2: Removal of unsatisfactory soil and replacement with controlled low-strength material.

1. Description: Unsatisfactory soil excavation and disposal off site and replacement with controlled low strength material, as required, according to Section 312000 "Earth Moving."
2. Unit of Measurement: Cubic yard of controlled low-strength material volume.
3. *Quantity Allowance: Coordinate unit price with allowance requirements in Section 012100 "Allowances."*
4. For Removal of unsatisfactory soil and replacement with controlled low-strength material, if the actual amount differs from the stated allowance,

a. ADD or DEDUCT \$ \$ 205.00 /Cubic Yard

1.5 SIGNATURE OF BIDDER

Name of Firm: Danhill Construction Company
Address: P.O. Box 685
City/ State/ Zip: Gauley Bridge, W.V. 25085
Phone No. (304) 632-1100
Fax No. (304) 632-1501

Email Address: Rdanhill@hotmail.com

By: Robert D. Hill, President

Signature: Robert D. Hill

1.5 REFERENCES

The undersigned shall provide three references below:

Reference #1 Name: Steve Gibson

Position: Project manager for Williamson Shriver

Address: 1 Highlander Dr. Upperglade, W.V.

Telephone Number: 304-552-1950

Project Name: Webster County High School Science Classroom Reno.

Project Description: Complete fit-out of science classrooms,

All building specifications were applicable
Div. 1 - Div 33

Reference #2 Name: Patrick McKinney

Position: Facilities Manager

Address: 3208 John Nash Blvd., Bluefield, W.V.

Telephone Number: 304-327-8418

Project Name: Bluefield Area Transit Office + Maint. Facility

Project Description: New construction 5,500 sq. ft admin building

Renovations of existing metal building 10,000 sq. ft
Divisions 1-33 were applicable

Reference #3 Name: Susan O'Connell

Position: Division of Public Transit

Address: 753 Marconi Drive, Hamlin, W.V.

Telephone Number: 304-558-0428

Project Name: Tri-River Transit

Project Description: New Construction: 5,500 sq. feet admin bldg.

8,000 sq.ft. metal building

Division 1-33 were applicable

END OF PROPOSAL FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Danhill Construction Company
of Gauley Bridge, West Virginia, as Principal, and Colonial Surety Co. of
Montvale, New Jersey, a corporation organized and existing under the laws of the State of NJ with its
principal office in the City of Montvale, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the
penal sum of 5 % Of Bid Amount (\$ 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
Construction of New State Surplus Property Facility

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 Obligee 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
30 day of April, 2015.

Principal Corporate Seal

Danhill Construction Company
(Name of Principal)

By Robert D. Hill *Robert D Hill*
(Must be President or
Vice President)

President
(Title)

Surety Corporate Seal

Colonial Surety company
(Name of Surety)

Roberta Bird *Roberta Bird*
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.**

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania

Administrative Office: 50 Chestnut Ridge Road, Montvale, New Jersey 07645

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Montvale, Bergen County, NJ does by these presents make, constitute and appoint Roberta Bird of Gauley Bridge, WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Bid Bonds and Consent of Surety Only

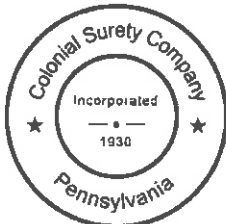
and to bind the Company thereby as fully and to the same extent as if such bids were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, bid bonds and consent of surety only, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 10th day of October, A.D., 2014.

State of New Jersey }
County of Bergen } SS.



COLONIAL SURETY COMPANY

By Wayne Nunziata
Wayne Nunziata, President

On this 10th day of October, in the year 2014, before me Theresa Spinelli, a notary public, personally appeared Wayne Nunziata, personally known to me to be the person who executed the within instrument as President on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



THERESA SPINELLI
A Notary Public of New Jersey
My Commission Expires September 9, 2015

Theresa Spinelli
Theresa Spinelli Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this 30th day of April, 2015.

Original printed with Blue and/or Black Ink.
For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

Audie B. Murphy
Audie B. Murphy, Secretary

State of West Virginia
County of Fayette

AND NOW, this 30th day of April, in the calendar year of 2015, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, **Roberta Bird, attorney-in-fact of Colonial Surety Company**, an insurance company duly organized and existing under the laws of the Commonwealth of Pennsylvania and which is authorized to conduct business in this State, and that as such being authorized to do so, acknowledged that the within instrument or instruments were executed as the authorized act of his disclosed principal for the purposes therein contained, and declared to be a person executing said instrument or instruments as attorney-in-fact and with full capacity and competency, at the request of and on behalf of Colonial Surety Company therein named and acknowledged to me that the aforesaid Colonial Surety Company had authorized the execution by the aforesaid attorney-in-fact of said instrument or instruments with the intent to be legally bound as required by common and statutory law.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A Notary Public of West Virginia
My Commission Expires on 4-17-2024

Notary Public in and for the

County of Fayette
State of West Virginia

Jessica Taylor
NOTARY PUBLIC





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

STATE OF WEST VIRGINIA,

COUNTY OF Fayette, TO-WIT:

I, Robert D. Hill, after being first duly sworn, depose and state as follows:

1. I am an employee of Danhill Construction Company; and,
(Company Name)
2. I do hereby attest that Danhill Construction Company
(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: Robert D. Hill

Title: President

Company Name: Danhill Construction Company

Date: 4-30-2015

Taken, subscribed and sworn to before me this 30 day of April, 2015.

By Commission expires 4-17-2024

(Seal)



Jessica Taylor
(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. PUR150000016

STATE 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: Danhill Construction Company

Authorized Signature: Robert W. Hill Date: 4-30-2015

State of West Virginia

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 30 day of April, 2015

My Commission expires April 17, 2024

AFFIX SEAL HERE

NOTARY PUBLIC Jessica Taylor
Purchasing Affidavit (Revised 07/01/2012)



CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Danhill Construction Company
(Company)

Robert D. Hill Robert D. Hill, Pres.
(Authorized Signature) (Representative Name, Title)

304-632-1600 / 304-632-1501
(Phone Number) (Fax Number) (Date)

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV001196

Classification:

ELECTRICAL
GENERAL BUILDING
HEATING, VENTILATING & COOLING
MULTIFAMILY
PIPING
PLUMBING
RESIDENTIAL

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GAULEY BRIDGE, WV 25085-0685

Date Issued

AUGUST 06, 2014

Expiration Date

AUGUST 06, 2015



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

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CONTRACTOR
LICENSING
BOARD**

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