



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: 43733

Doc Description: Blackwater Falls Lodge 2nd Floor Upgrades

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-10-27	2014-12-04 13:30:00	CRFQ 0310 DNR1500000034	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

01/06/15 13:18:21
West Virginia Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
(304) 558-0468
dean.c.wingerd@wv.gov

Signature X

Robert D. Hill

FEIN #

55-8648251

DATE

1-6-2015

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

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES BLACKWATER FALLS STATE PARK 1584 BLACKWATER LODGE RD DAVIS WV 26260-0490 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Nonresidential building construction services		<i>See Bid document</i>		

Comm Code	Manufacturer	Specification	Model #
72120000			

Extended Description :

THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, DIVISION OF NATURAL RESOURCES, PARKS AND RECREATION, IS SOLICITING BIDS TO PROVIDE ALL MATERIAL, LABOR, SUPPLIES AND EQUIPMENT NECESSARY FOR RENOVATIONS AND UPGRADES TO PLUMBING AND ELECTRICAL SYSTEMS AND OTHER RELATED WORK AT BLACKWATER FALLS LODGE, BLACKWATER FALLS STATE PARK IN DAVIS, WEST VIRGINIA PER THE ATTACHED DOCUMENTATION.

****MANDATORY PRE-BID MEETING****
NOVEMBER 13, 2014 AT 10:30AM
BLACKWATER FALLS STATE PARK-LODGE
1584 BLACKWATER LODGE ROAD
DAVIS, WV 26260

LINE NUMBER 1-

Renovations and upgrades to plumbing and electrical systems and other related work at Blackwater Falls Lodge, Blackwater Falls State Park, Davis, West Virginia.

DNR1500000034	Document Phase Final	Document Description Blackwater Falls Lodge 2nd Flo or Upgrades	Page 3 of 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:

Blackwater Falls State Park- Lodge
 1584 Blackwater Lodge Road
 Davis, WV 26260
 November 13, 2014 at 10:30am

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: November 19, 2014 at 5:00pm

Submit Questions to: Dean Wingerd, Senior Buyer
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
 Email: Dean.C.Wingerd@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: December 4, 2014 at 1:30pm
 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.

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 Sixty (60) 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 a 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 100% of contract value. 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.

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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.

☒ WV Contractors License

☐

☐

☐

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

9. **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 \$500.00 per day for every day beyond the contract completion date.
- This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 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 Const. Co

Contractor's License No. WV 001196

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.

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 Const. Co.
(Company)

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

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

304-632-1501

1-6-2015

**Blackwater Falls Lodge 2nd Floor Upgrades
Blackwater Falls State Park
Davis, WV**

DIVISION OF NATURAL RESOURCES

INVITATION TO BID-1

The Division of Natural Resources, Parks and Recreation, requests bids for renovations and upgrades to plumbing and electrical systems and other related work at Blackwater Falls Lodge, Blackwater Falls State Park, Davis, West Virginia.

The bidding documents consist of the Request for Quotations, plans and specifications.

Request for quotations may be obtained by contacting:

Dean Wingerd, Senior Buyer
Finance and Administration, Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-0468

Plans and specifications may be obtained by contacting:

Miller Engineering Inc.
250 Scott Ave Suite 3
Morgantown, WV 26508
Phone 304 291 2234
Fax 304 291 2246

There is a charge of \$125 for plans and specifications in either paper or CD format.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

PROGRESS PAYMENTS - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

**Blackwater Falls Lodge 2nd Floor Upgrades
Blackwater Falls State Park
Davis, WV**

INFORMATION FOR BIDDERS

1. Examination of Contract Documents and Site

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. The bidder is required to examine carefully the Contract Documents and the site of the work contemplated. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the character, quality, and quantity of work to be performed and material required to be furnished under the Contract.

2. Substitutions

Requests for approval of substitutions must be addressed to and received by the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Dean Wingerd, Senior Buyer, Purchasing Division, 2019 Washington Street, East, Charleston, WV 25305, and to be given consideration must be received at least fourteen (14) days prior to the date fixed for the opening of bids.

Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufacturers, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when a written request, on Bidder's company letterhead, is accompanied by suitable documentation to demonstrate that the product is equal and appropriate for use in this particular installation. Suitable documentation shall include the following as well as other information:

- Detailed comparison of significant qualities of proposed substitution with those of the work specified. This comparison shall be specific to each feature of the original product. Submission of product literature alone, without a written item by item comparison of the significant qualities of each product will not be considered a complete submission.
- Product Data, including drawings and descriptions of products of and fabrication and installation procedures. All furnished data must be manufactures original product data information, no faxes or copies will be accepted.
- Samples, where applicable or requested.
- Lists of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
- Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- Research /evaluation reports evidencing compliance with building code in effect for Project, from model code organization acceptable to authorities having jurisdiction if applicable.

**Blackwater Falls Lodge 2nd Floor Upgrades
Blackwater Falls State Park
Davis, WV**

INFORMATION FOR BIDDERS

- Bidder's certification that proposed substitution complies with requirements in the bidding documents and is appropriate for the applications indicated.
- Written request for approval of the substitution on company letter head transmitting the aforementioned information and addressing any item not included.

Burden of proof of merit of requested substitution is upon the submitter. Any request not including all of the required information will be considered incomplete. Incomplete requests shall be

rejected. The Engineer has no obligation to request additional information in order to consider the request. Approved requests will be set forth in Addenda issued in accordance with these Instructions to Bidders. All addenda so issued shall become part of the Contract Documents.

3. Equivalent Products

All products specified in these documents shall be understood to include an "or equal" clause. The requirements of Article 2 of this "Information for Bidders" document shall govern the use of any proposed equivalent products under the "or equal clause".



SEAL:



PROJECT NAME:

CHANGE

CONSTRUCTION
DOCUMENTS

[illegible]

PROJECT NUMBER: _____

DRAWN BY: 1401

checked by	JMM
	BCM

COPYRIGHT:

SHEET TITLE:

COVER PAGE

SHEET NUMBER: 1



MEI PROJECT #	
DWG	TITLE
GENERAL	
G000	COVER PAGE
G121	SECOND FLOOR GENERAL TRADES
G131	ATTIC GENERAL TRADES
ELECTRICAL	
EP112	FIRST FLOOR POWER PLAN AREA A
EP121	SECOND FLOOR POWER PLAN AREA A
EP122	SECOND FLOOR POWER PLAN AREA B
PLUMBING	
PP121	SECOND FLR DOWL PLUMBING PLAN AREA A
PP122	SECOND FLR DOWL PLUMBING PLAN AREA B





PROJECT NAME:

BLACKWATER FALLS SECOND FLOOR UPGRADES

CONCLUSIONS

WEST VIRGINIA
DEPARTMENT OF
NATURAL
RESOURCES

CONSTRUCTION
DOCUMENTS

[illegible]

PROJECT NUMBER:	4401
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DRAWN BY: 1401

CHECKED BY:	RCM
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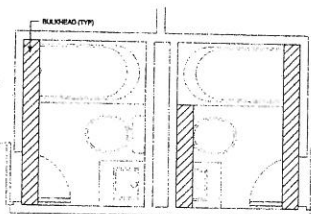
Copyright
MILLER ENGINEERING INC.
10/2/14

ASBESTOS

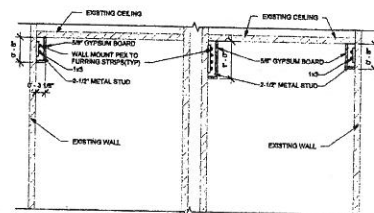
SECOND FLOOR GENERAL TRADES

SHEET NUMBER: _____

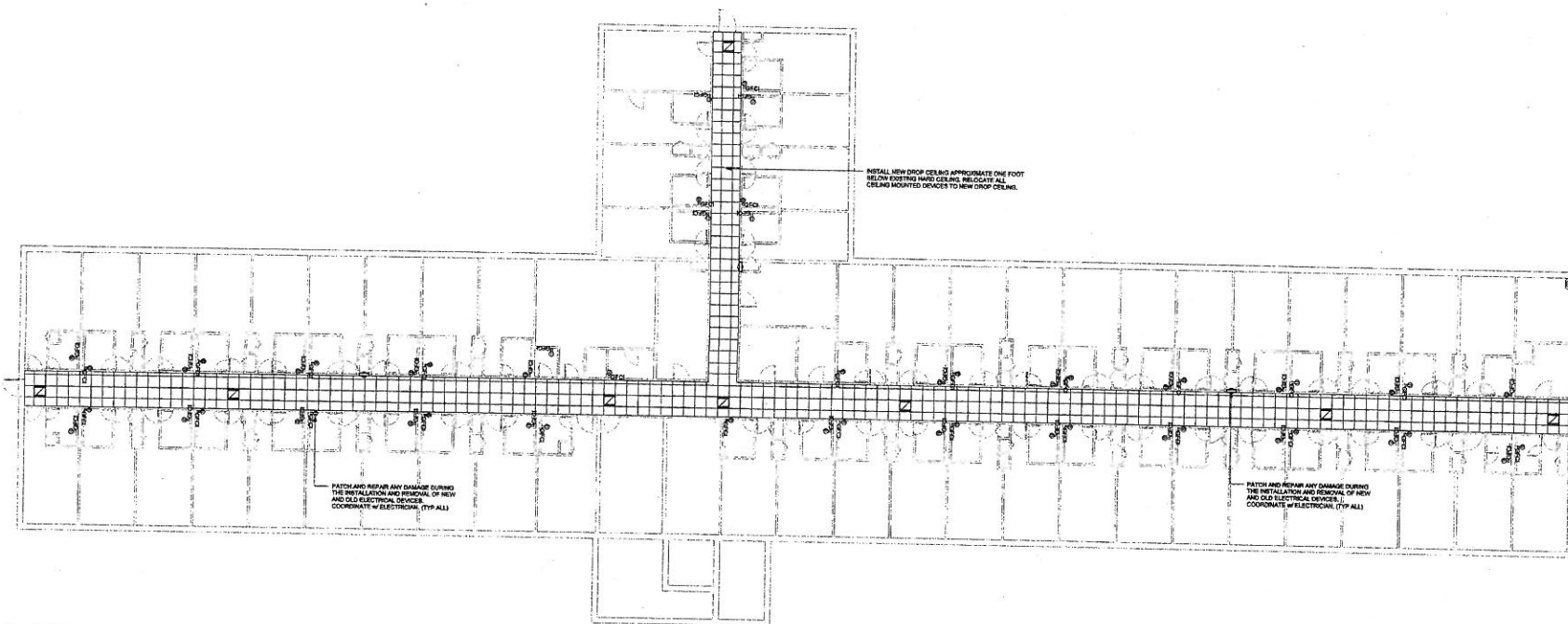
G126



BATHROOM BULKHEADS



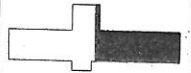
BULKHEAD DETAIL
DRAWING NOT SCALABLE



02 - GENERAL TRADES

[illegible]

1. PROVIDE (3) NEW 3-POLE, 225A CIRCUIT BREAKERS IN EXISTING DISTRIBUTION SECTION #2. SERVE DPLN2 & DPLN3 W/ (4) #40 & (1) #2 CU DRN AND SERVE DPLN1 W/ (4) #50 & (1) #2 CU DRN IN 2-1/2" EMT CONDUIT. PROVIDE A PULL BOX AT EACH 90° & OF BEND.



DEAL:



PROJECT NAME:

BLACKWATER FALLS SECOND FLOOR UPGRADES

OWNER:

WEST VIRGINIA
DEPARTMENT OF
NATURAL
RESOURCES

CONSTRUCTION
DOCUMENTS

[illegible]

PROJECT NUMBER: 14011

RAWN BY:	JMM
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RECKED BY:	BCM
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ALL RIGHTS RESERVED.
MILLER ENGINEERING INC.

1048714

KEY TITLE: _____

FIRST FLOOR

POWER PLAN AREA

B.

SECRET NUMBER: 100-100000

FD-1

EP11.

1B - ELECTRICAL POWER PLAN

$$\frac{1}{4}'' = 1'-0''$$

[illegible]

PROJECT NAME

OWNER:

CONSTRUCTION
DOCUMENTS

[illegible]

PROJECT NUMBER:	14011
DRAWN BY:	JMM
CHECKED BY:	BCM
CORRECTIONS:	

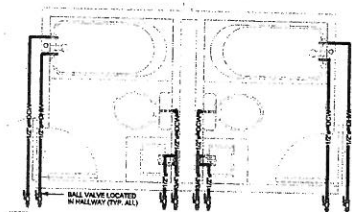
MILLER ENGINEERING INC.
10/6/14

SHEET TITLE:
**SECOND FLOOR
POWER PLAN AREA
A**

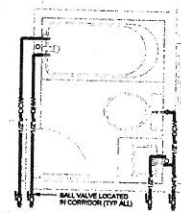
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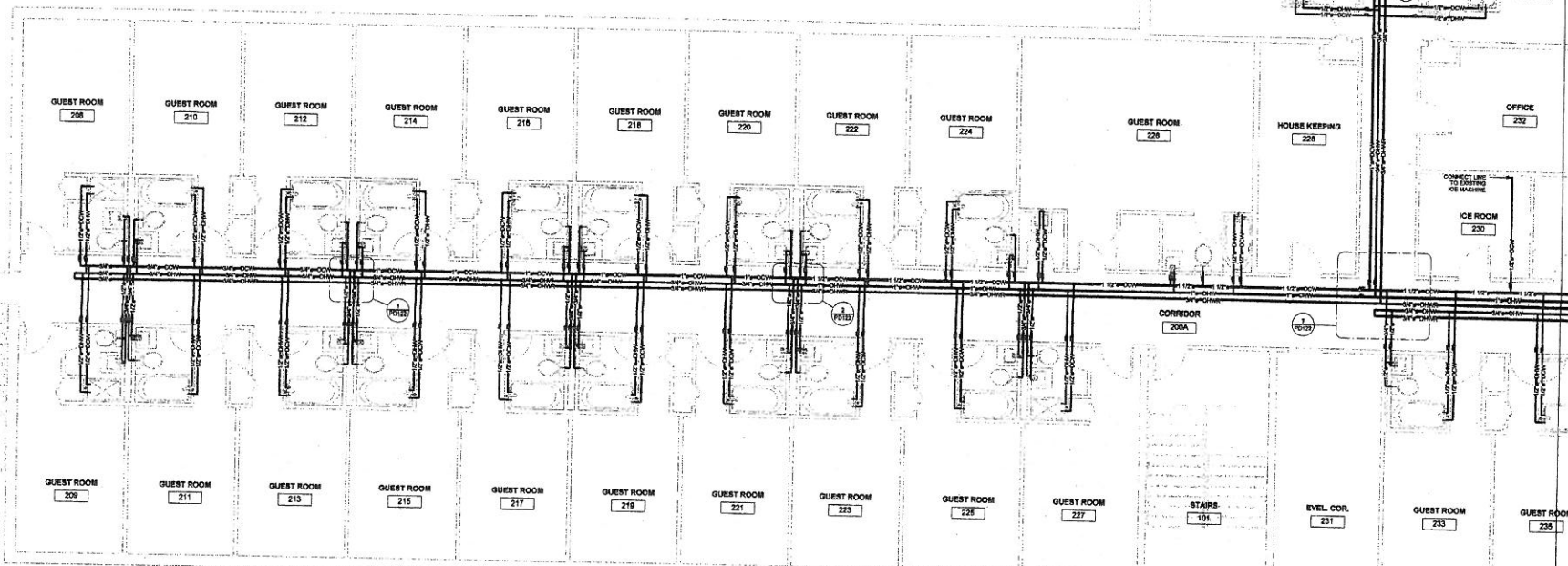
ABBREVIATION	SYSTEM TYPE
COW	DOMESTIC COLD WATER
HW	DOMESTIC HOT WATER
DHW	DOMESTIC HOT WATER RETURN



TYPICAL DOUBLE ROOM LAYOUT



TYP. SINGLE RM LAYOUT



2A - DOMESTIC PLUMBING PLAN
1/4" = 1'-0"



BUILDING KEY



SEAL:



PROJECT NAME	
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BLACKWATER FALLS SECOND FLOOR UPGRADES

OWNER

WEST VIRGINIA
DEPARTMENT OF
NATURAL
RESOURCES

CONSTRUCTION
DOCUMENTS

[illegible]

PROJECT NUMBER:	14011
DRAWN BY:	JAM
CHECKED BY:	BCM

AMULET ENGINEERING INC.
10/16/14

SECOND FLR DOM.
PLUMBING PLAN
AREA A

SHEET NUMBER: 3
PD14

① ENLARGED PIPE SIZING (1)

ENLARGED PIPE SIZING (3)

② ENLARGED PIPE SIZING (2)

④ ENLARGED PIPE SIZING (4)

ENLARGED PIPE SIZING (5)

ENLARGED PIPE SIZING (8)

ENLARGED PIPE SIZING (7)

LEGEND PIPING SYSTEMS	
ABBREVIATION	SYSTEM TYPE
DOW	DOMESTIC COLD WATER
CHW	DOMESTIC HOT WATER
CHRW	DOMESTIC HOT WATER RETURN

PLUMBING NOTES

- [illegible]



PA Office:
POB 42
Garlands Fort, PA 15334
724-988-5858
www.millerand.net

WV Office:
260 Scott Ave Suite 3
Morgantown, WV 26505
204-291-2234 ph
204-291-2268 fax

BUILDING KEY:



SEAL:



PROJECT NAME:

BLACKWATER FALLS SECOND FLOOR UPGRADES

CLAMP

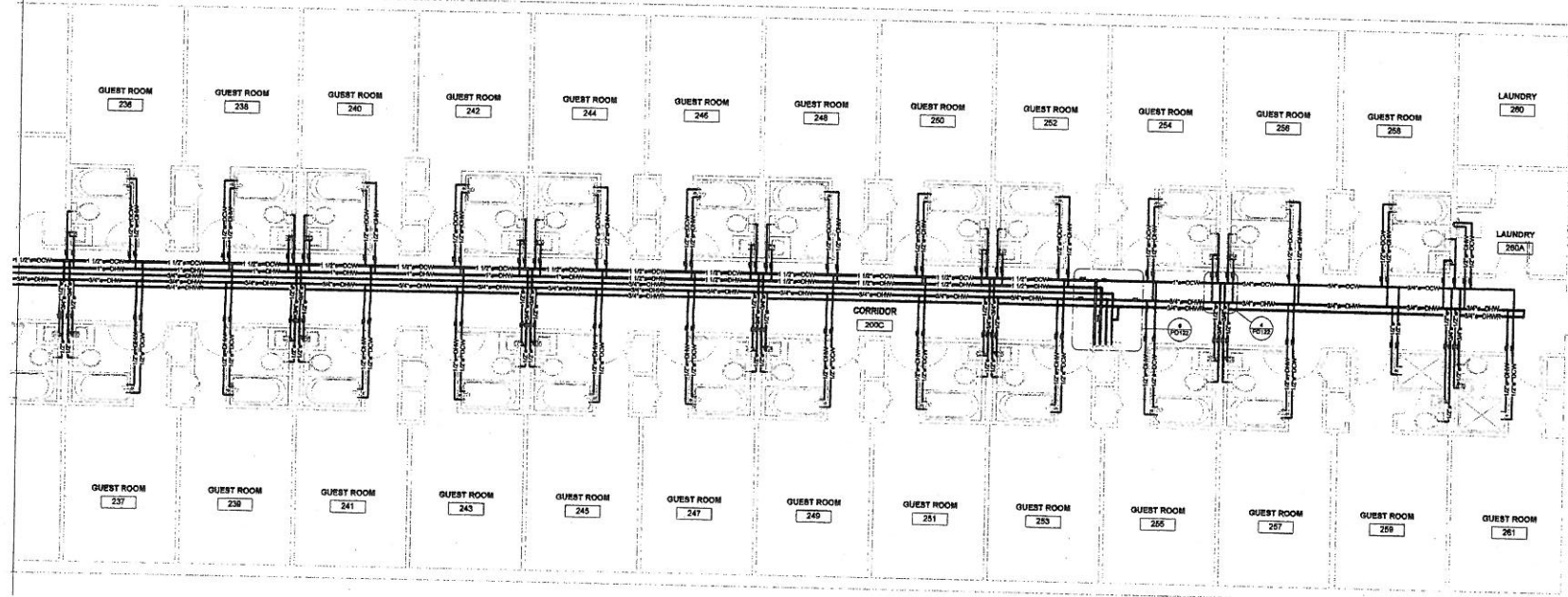
WEST VIRGINIA
DEPARTMENT OF
NATURAL
RESOURCES

CONSTRUCTION
DOCUMENTS

[illegible]

PROJECT NUMBER:	14011
DRAWN BY:	JMM
CHECKED BY:	BCM
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MILLER ENGINEERING INC.	
10/9/14	

SHEET TITLE:
SECOND FLR DOM.
PLUMBING PLAN
AREA B
SHEET NUMBER: 3
PD12



2B - DOMESTIC PLUMBING PLAN
1/4" = 1'-0"

**Blackwater Falls Lodge 2nd Floor Upgrades
Blackwater Falls State Park
Davis, WV**

36

Form of Proposal

Name of Bidder:

Danhill Construction
Company

Address of Bidder:

P. O. Box 685
Gauley Bridge, WV
25085

Phone Number of
Bidder:

304-632-1600

WV Contractors License
No.

WV 001196

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

BID:

Base Bid – Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

\$505 000.00

Written in **numbers**.

Base Bid – Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

Five Hundred Five Thousand dollars

Written in **words**.

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid

**Blackwater Falls Lodge 2nd Floor Upgrades
Blackwater Falls State Park
Davis, WV**

37

Form of Proposal

security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

PROGRESS PAYMENTS - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under the contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

Robert D. Hill

Bidder's Signature

1-6-2015

Date



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: 43733

Doc Description: ADDENDUM NO 1-Blackwater Falls Lodge 2nd Floor Upgrades

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-11-19	2014-12-18 13:30:00	CRFQ 0310 DNR1500000034	2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
(304) 558-0468
dean.c.wingerd@wv.gov

Signature X

Robert D. Hill

FEIN #

55-0648251

DATE

1-6-2015

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

SOLICITATION NUMBER: CRFQ DNR1500000034
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To change the bid opening date for this solicitation to December 18th at 1:30pm.
2. To extend the question submission deadline for this solicitation to December 4th at 5:00pm.
3. To provide clarifications to the specifications see summary attached.
4. To provide a copy of the pre-bid meeting sign-in sheet(s) for this solicitation.
5. To provide Addendum Acknowledgment form.

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 #1
and
Pre-Bid Meeting Summary
Blackwater Falls State Park 2nd Floor Upgrades
RFQ DNR1500000034**

Change in the Bidding Documents:

- **Bid opening date time has changed. Note that new bid opening date will be December 18th at 1:30 pm. The place of the Bid opening will not change.**

**Meeting Summary
Pre-Bid Meeting: November 13, 2014**

CALL TO ORDER:

Meeting called to order by Brad Leslie with the WV Division of Natural Resources

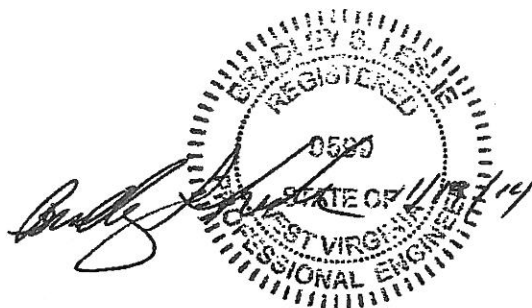
INTRODUCTIONS:

**Introduced the Owner's Personnel and Agents in attendance including:
Brad Leslie PE – Assistant Chief, WV Division of Natural Resources
Craig Miller PE – President, Miller Engineering, Inc (MEI) – MEP Consultant
Deborah Demyan – Project Engineer, WV Division of Natural Resources
Rob Gilligan – Superintendent, Blackwater Falls State Park**

- **Attendees were instructed to sign the attendance signature sheet and to provide all indicated contact information. 5 sheets are attached.**
- **Invitation to Bid, Instructions for Vendors Submitting Bids, Information for Bidders and Form of Proposal documents were all reviewed.**
- **Project scope was reviewed by Craig Miller of Miller Engineering.**
- **Bidders were advised that the work area contains asbestos and the owner anticipates having abatement completed during the first week of March which will be coincident with the expected period that the contractor should mobilize.**
- **The work is anticipated to be performed from March 2 through April 30, 2015. The contract period is 60 days.**
- **Work time during the project shall be between the hours of 6:00am and 10:00pm Monday through Friday. Weekends may be available for work if arrangements are made with the Project Engineer and the Park Superintendent.**
- **Questions and substitutions will be accepted as indicated in the RFQ until 14 days prior to the date fixed for opening the bids.**

Clarifications:

- R-19 un-faced fiberglass insulation batts placed between the trusses will be considered as an equal for the specified blown-in insulation. Further information regarding this potential substitution will be available in a future addendum where technical questions are answered.
- Second floor walls appear to be frame with plaster covered metal lath.
- Styrofoam baffles on top of the insulation, whether it be fiberglass or blown-in, will be required at the perimeter walls/roof interface to assure ventilation.
- Blown-in insulation shall be retained from falling on to walkways by constructing "dams" made of 2 by 8 SPF lumber placed at right angles to the walkways and attached to the walkway deck.
- Owners personnel will flag all cable TV connections or move them up out of the insulation prior to installation.
- All chases out of the attic shall be covered with $\frac{3}{4}$ CDX plywood to prevent blown-in insulation from falling out of the attic.
- All dry wall used in the bathrooms shall be moisture resistant.
- Valves will be required at the connection point of all new and old lines in the boiler room. Valves will be brass threaded ball valves with stainless ball and stem.
- All new piping will be insulated with Rubatex or approved equal, $\frac{1}{2}$ inch thick, continuously sealed; starting at the connection points and continued into the boiler room.
- Uni-strut with pipe isolators will be used for mounting piping vertically and horizontally.
- Provide 18" rectangular expansion joint (fours 90's) every 100 feet of continuous PEX run.
- Coil PEX will not be permitted; all PEX must be "stick PEX" with brass compression fittings at each change in direction. Piping will be installed parallel and perpendicular to walls, floors, ceilings. Stainless crimp bands will be used.
- Air testing will be allowed but only at 5PSI for a long duration standing test.



Request for Quotation/Proposal No.

DNR 15 # 34

WV DIVISION OF NATURAL RESOURCES
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Page 1 of 5

Date: 11/13/14

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>BWA Heating & Cooling</u>	<u>13972 George Washington Hwy</u>	PHONE <u>304-454-9714</u>
Rep: <u>Robert Ayersman</u>	<u>Rowlesburg WVa - 26425</u>	Cell <u>304-290-2895</u>
Email Address: <u>bobayersman@yahoo.com</u>		FAX <u>304-454-9716</u>
Company: <u>RAA Contracting</u>	<u>165 mocumber church Rd</u>	PHONE <u>304-454-2460</u>
Rep: <u>Robert Ayersman III</u>	<u>Rowlesburg WV 26425</u>	Cell <u>304-698-6660</u>
Email Address: <u>RAA Contracting@yahoo.com</u>		FAX <u>304-454-2460</u>
Company: <u>LOMBARDI</u>	<u>649 Virginia Ave</u>	PHONE <u>304-748-5920</u>
Rep: <u>PAUL NUZUM</u>	<u>Follansbee Wv 26037</u>	
Email Address: <u>benie@lombardicompanies.com</u>		FAX <u>304-748-8488</u>
Company: <u>Harbel Inc</u>	<u>PO Box 358</u>	PHONE <u>1-301-729-8303</u>
Rep: <u>Greg mace</u>	<u>Cumh.md 21502</u>	
Email Address: <u>G.Mace@thebellgroup.com</u>		FAX <u>1-301-729-0163</u>

Request for Quotation/Proposal No.

WV DIVISION OF NATURAL RESOURCES
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Page 2 of 5

Date: 11/13/14

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>W. HARLEY Miller Contractors</u>	<u>P.O. Box 945</u>	PHONE <u>304-267-8959</u>
Rep: <u>TERRY Aikens</u>	<u>Martinsburg, W.Va. 25401</u>	
Email Address: <u>taikens@whmcontractors.com</u>		FAX <u>304-267-3847</u>
Company: <u>Green Leaf Services of Betty</u>	<u>PO Box 524</u>	PHONE <u>304-673-9817</u>
Rep: <u>Mike Kessinger</u>	<u>Prosperity W.V.</u>	Office <u>304-860-1979</u>
Email Address: <u>mkkessinger@yahoo.com</u>	<u>25901</u>	FAX <u>304 860 1983</u>
Company: <u>PRAY CONSTRUCTION Co</u>	<u>10331 TEAYS VALLEY RD</u>	PHONE <u>304-755-4944 x237</u>
Rep: <u>PATRICK BEALL</u>	<u>SCOTT DEPOT WV 25560</u>	
Email Address: <u>pbeall@prayconstruction.com</u>		FAX <u>304-755-7679</u>
Company: <u>Eric Smith</u>	<u>1828 Charleston WV</u>	PHONE <u>304-925-6664</u>
Rep: <u>Dougherty Co.</u>	<u>25301</u>	<u>2</u>
Email Address: <u>eric.smith@doughertyco.com</u>		FAX <u>304 925-4280</u>

Request for Quotation/Proposal No.

PNR 15834

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Date: 11/13/14

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Lytle Const Corp</u>	<u>102 Bierer Lane</u>	PHONE <u>304 291 3578</u>
Rep: <u>Ron Lytle</u>	<u>Morgantown WV</u>	
Email Address: <u>rllytle@lytleconstructioncorp.com</u>	<u>26508</u>	FAX <u>304 291 3578</u>
Company: <u>Danhill Const. Co.</u>	<u>P.O. Box 685</u>	PHONE <u>304-632-1600</u>
Rep: <u>Dan Hill</u>	<u>Gauley Bridge, WV</u>	
Email Address: <u>Bdanhill@hotmail.com</u>	<u>25085</u>	FAX <u>304-632-1501</u>
Company: <u>Ron Henderson</u>	<u>137 N 6th st.</u>	PHONE <u>304 623 6666</u>
Rep: <u>Stuart McMunn Co</u>	<u>Clarksburg WV</u>	<u>304 623 46</u>
Email Address: <u>MikeG@smco.us</u>	<u>26301</u>	FAX <u>304 623 4644</u>
Company: <u>Mon Valley Electric Inc</u>	<u>P.O. 338</u>	PHONE <u>304-366-2340</u>
Rep: <u>JAMES BANE</u>	<u>Kingmont WV</u>	<u>C: 304-534-2229</u>
Email Address: <u>MVE.james@frontier.com</u>	<u>26578</u>	FAX <u>304-366-2342</u>

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Date: 11/13/14

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Pennington Plumbing</u>	<u>301 George ST</u>	PHONE <u>304-252-1539</u>
Rep: <u>Bob Eppler</u>	<u>Beckley W Va</u>	
Email Address: <u>crick@pph.wv.com</u>	<u>25801</u>	FAX <u>304-253-1123</u>
Company: <u>PARAMOUNT BUILDERS</u>	<u>501 6TH AVENUE</u>	PHONE <u>304.727.2770</u>
Rep: <u>MARK SHAWL</u>	<u>ST. ALBANS, WV 25177</u>	
Email Address: <u>mshawl@paramountwv.com</u>		FAX <u>304.727.0307</u>
Company: <u>W.R. Drake CO</u>	<u>P.O. Box 8236</u>	PHONE <u>304-624-7155</u>
Rep: <u>PATRICK CRELLANO</u>	<u>NUTTAN FORT WV 26307</u>	
Email Address: <u>W.R. Drake @ W.R. Drake Company.com</u>		FAX <u>304-624-7182</u>
Company: <u>G.A. BROWN & SON, INC.</u>	<u>215 MILL STREET</u>	PHONE <u>304-363-4500</u>
Rep: <u>DENNIS PRIDE</u>	<u>FAIRMONT, WV 26534</u>	
Email Address: <u>jbrownii@gabrown.com</u>		FAX <u>304-366-9456</u>

Request for Quotation/Proposal No.

DNR 15 + 34

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Page 5 of 5

Date: 11/13/14

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Wiseman Construction Co., Inc.</u>	<u>1616 6th Avenue</u>	PHONE <u>(304) 344-1200</u>
Rep: <u>J.C. Linkmeyer</u>	<u>Charleston, WV 25387</u>	
Email Address: <u>jlink@wisemancorp.com</u>		FAX <u>(304) 344-1281</u>
Company: <u>Whitney Construction</u>	<u>87 School House Run</u>	PHONE <u>(304) 591-2151</u>
Rep: <u>Chad Smith</u>	<u>Humbleton, WV 26269</u>	
Email Address: <u>5 Smith Family @ my way.com</u>		FAX <u>(304) 478-3449</u>
Company: <u>The American Electric Company - 8866 Holly meadows</u>	<u>Road PARSONS WV</u>	PHONE <u>304-478-4911</u>
Rep: <u>GARY N BOHRF</u>	<u>26287</u>	
Email Address: <u>gabamerican electric@yahoo.com</u>		FAX <u>304-478-4911</u>
Company: <u>Blackwater Falls State Park</u>	<u>PO Box 490</u>	PHONE <u>304-259-5216</u>
Rep: <u>Rob Gilligan, Superintendent</u>	<u>Davis, WV 26260</u>	
Email Address: <u>Robert.W. Gilligan@wv.gov</u>		FAX <u>304-259-5881</u>

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR1500000034

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.

Dan Hill Const. Co

Company

Robert D. Hill

Authorized Signature

1-6-2015

Date

NOTE: This addendum acknowledgment 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: 43733

Doc Description: ADDENDUM NO 2-Blackwater Falls Lodge 2nd Floor Upgrades

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-16	2015-01-06 13:30:00	CRFQ 0310 DNR1500000034	3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd

(304) 558-0468

dean.c.wingerd@wv.gov

Signature X

Robert D. Hill

FEIN #

55-0648551

DATE

1-6-2015

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

SOLICITATION NUMBER: CRFQ DNR1500000034

Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To move the Bid Opening date for this solicitation to January 6, 2015 at 1:30pm.
2. To provide responses to vendor questions submitted regarding this solicitation, question and answer pages attached.
3. To clarify specifications and to allow one substitution, see attached documentation.
4. To provide Addendum Acknowledgment form.

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 #2
Blackwater Falls Lodge Upgrades
DNR1500000034
15Dec 2014

This Addendum forms a part of the Contract Documents and modifies the original bidding Documents as noted below. This Addendum consists of the following: Bidder Questions and Answers, and Technical Clarifications.

BIDDER QUESTIONS & ANSWERS:

TECHNICAL QUESTIONS/ANSWERS:

- Q. 1. Specification Section 011000 – 1.01.D states the attic piping is to be removed. However, Plumbing Note #19 on PD121 and PD122 states the existing piping is to be abandoned in place. Please clarify.
- A. 1. The piping in the attic may be abandoned in place.
- Q. 2. Specification Section 221006 – 3.01.B calls for water hammer arrestors to be installed in various locations, most of which are not shown/indicated on the drawings. Please clarify.
- A. 2. Seven each ¾" arrestors will be installed at points equidistant in both the hot and cold water overhead piping, final location TDB in field by Engineer. Also, 1" arrestors will be installed at the top of the risers from the first floor on both the hot and cold.
- Q. 3. Specification Section 221006 – 3.01.C calls for water hammer arrestors to be installed in various locations, but they are not shown on the typical guest room piping details shown on PD121. Please clarify.
- A. 3. See Answer to question #2
- Q. 4. Drawing PD122 – Detail #6 states to "continue to mechanical room on first floor" - However, no first floor or mechanical room piping is shown. Please clarify.
- A. 4. Contractor is to review piping in boiler room prior to bidding, generally piping is overhead in boiler room when one first enters from the kitchen hallway.
- Q. 5. Drawing PD122 – Are valves required to be installed at the riser

before going down to the mechanical room?

- A. 5. Threaded, full size ball isolation valves will be installed at the tap location in the boiler room with downstream unions (see answer to question #4 above). Taps will be made such that existing HW/CW systems remain online until end of project. All piping will be insulated back to tap location in boiler room where new meets old with rubatex ½" thick insulation.
- Q. 6. Drawings PD121 and PD122 – Are we to replace the domestic water piping all the way to the plumbing fixtures, including inside the wall? If so, I do not see where any mention is made of cutting and patching the walls to allow for the replacement.
- A. 6. Piping will be connected to the copper piping within 6-10 inches of the shower valve. Replaced entirely to sinks and toilets. Walls will be cut and patched as necessary by the contractor. A lockable access door will be used for permanent access. Wall may be touched up if color matches, if not wall will be painted to next corner and floor to ceiling. Piping may be abandoned in place in the walls.
- Q. 7. No balancing valves (circuit setters) are shown on the piping drawings. Are they required? If so, where?
- A. 7. NO
- Q. 8. With the short 60-day project schedule, is it possible for us to use a small area in the mechanical room for an office?
- A. 8. The boiler room may be used for reasonable lay down and as an office but doing so must not interfere with operations. This must be coordinated with the Park Staff.
- Q. 9. Is there storage space within the building somewhere or will we need to have a storage unit brought to the site? The parking lot may be used for a storage unit, if the contractor needs one.
- A. 9. See answer to question 8.
- Q. 10. Will we be allowed to use public restrooms or will we need to bring portable toilets to the job site?
- A. 10. Public toilets may be used UNLESS cleanliness becomes an issue, at which point, the contractor will be required to provide portable toilets.

Q. 11. Question after reviewing the documents. Are we to figure any painting in this project? If so will it be the entire bathroom?

A. 11. See answer to question #6

Q. 12. Also is there a ceiling Specification?

A. 12. Armstrong model 949, 24 x 24 x 5/8 textured white, mineral fiber acoustical ceiling tile, or approved equal.

Q. 13. Is builders/installation floater coverage required to be provided by the vendor? There's conflicting information. Specifically, purchasing doesn't check it to be required but the supplementals show it is.

A. 13. No builders risk insurance is required. General liability insurance in the amount indicated in the Terms and Conditions as well as the required workers compensation insurance are required.

Q. 14. Based on the Supplementary Conditions it appears we are responsible for the Property Insurance. The Property requirements in the original AIA Document A201-2007 require that Flood Coverage be included and I don't see that the flood coverage requirement was deleted in the Supplemental Instructions. Will the contractors be required to provide flood coverage on this project?

A. 14. No property to flood insurance is required.

Q. 15. Is the exposed/existing piping below the ceiling to be removed?

A. 15. Exposed/existing piping will be replaced in the bathrooms.

Q. 16. Is the new piping to extend to the fixtures? If so, are we to figure new stops and supply lines?

A. 16. Yes. New stops and stainless steel flexible supply lines will be provided.

Q. 17. Will the walls need cut and patched for piping installation?

A. 17. See answer to question #6

Q. 18. Is the existing piping in the walls to be removed?

A. 18. See answer to question #6.

Q. 19. Is the Plumbing contractor responsible for the existing fixtures

(working condition or leaking)?

A. 19. The contractor is to review the condition of the fixtures with the Owner and document any fixtures which are not working at the start of the project. The fixtures will be in the same individual working or non-working condition at the end of the project. Contractor will use all due care to protect the existing fixtures.

Q. 20. Will the new piping in the walls/ceiling require insulation?

A. 20. See answer to Question #5

Q. 21. Request detail of hanging and insulation of domestic water piping. Was advised that Engineering firm would provide.

A. 21. Piping will be mounted to Unistrut with cushion clamps. See answer to question #5.

Q. 22. Who is responsible for cleanup of the existing material in attic space before insulation is installed?

A. 22. The existing insulation is to remain unless it interferes with the work; then the contractor will remove or re-distribute it. R-19 Batt will be installed perpendicular to the existing insulation.

Q. 23. Are access door to be installed in bulkheads and under lavatories where fitting are located in behind walls? Section 22 1005 part 3 paragraph F.

A. 23. See answer to question #6.

Q. 24. The panel boxes to be replaced do not have an equipment ground conductor. The conduits are full. Should we replace the existing conduit and cable or run separate conduit and cable.

A. 24. Sheet Note #1 on sheet EP112 clearly indicates new conduit and wire are to be installed from the main distribution to each new panel. That wiring includes a ground wire. As indicated in the project documents, all existing circuits are to be re-connected and new ones are to be added as indicated.

Q. 25. For new GFCI receptacles in the bathrooms. Should we use Hubbell surface mount box?

A. 25. 700 metal wire mold may be used to surface mount the new receptacles in the bathrooms, final location by Engineer/ Owner.

Q. 26. If wiring is found during this project that is not up to code, what would the electrical contractor's responsibility be?

A. 26. Contractor will report any concerns to Owner. The contractor is responsible for all the new work installed be compliant with industry best practices and current NFPA 70; per the project documents.

Q. 27. In the process of finishing the bulk head, the new paint will not be an exact match to the existing paint. Should the room be completely repainted?

A. 27. Paint will be color matched. See answer to question #6

Q. 28. Can we install access panels in the bathroom to access the plumbing?

A. 28. See answer to question #6

Q. 29. Please clarify the type of existing materials/construction of the interior unit walls for the second floor of the lodge (i.e. stud walls, concrete block walls, etc.)

A. 29. Construction of hallway and partition walls is stud with metal lathe and plaster. The Owner's best knowledge is that the only ACM is the spray applied on the second floor ceiling. The Owner will have that removed the first week in March 2015 prior to contractor starting work. Should the contractor encounter any suspect material they are to inform the Owner; who will have it tested and remedied if necessary.

Q. 30. Are we just tying into the existing plumbing lines supplying the fixtures at/behind the bulkhead location?

A. 30. See answer to question #6.

Q. 31. Are we to figure overtime to complete in the 60 days or is that negotiable?

A. 31. The work is to be completed in 60 days. The contractor is responsible for meeting the project time requirement, using whatever means are necessary. A second shift is permissible.

Q. 32. In order to install the PEX in the furred out wall the lavatories and toilets will need to be removed?

A. 32. Contractor is to use their best judgment on means and methods.
See answer to question #6.

Q. 33. There will need to be a "chase" cut/patched into the wall behind the tub fixtures. What is the extent to be painted?

A. 33. See answer to question #6.

Q. 34. Insulation question: Would it be acceptable to use R19 as a barrier around the walkways/access areas instead of the 2x8?

A. 34. Yes, but the barrier must be 24" across and secured in place if it moves when the insulation is installed. Blown insulation will be the appropriate thickness to deliver R-19. All Batt will be un-faced.

Q. 35. Ref. Dwg G121 "Bathroom Bulkheads Detail"; design shows bulkhead over lavatory and toilet in one restroom, is it the intent to feed the adjacent restroom through the wall or should there be a bulkhead over the adjacent toilet and lavatory as well?

A. 35. Bulkhead in each.

Q. 36. Are bulkheads to be installed in Guest Rooms 208 and 209?

A. 36. Yes

Q. 37. Are bulkheads to be installed in Guest Room 226?

A. 37. Yes

Q. 38. Are bulkheads to be installed in Janitors closet adjacent to 226?

A. 38. Yes

Q. 39. Are bulkheads to be installed in Ice Room 230?

A. 39. Yes

Q. 40. Are bulkheads to be installed in Guest Rooms 259 and 261?

A. 40. Yes

Q. 41. Are bulkheads to be installed in Laundry 260A?

A. 41. No

Q. 42. May access doors be added to access the plumbing for the tubs and showers?

A. 42. See answer to question #6

Q. 43. May we be provided with a Painting specification?

A. 43. Paint will match existing in color and finish, See answer to question #6

Q. 44. What is the extent of painting to be done in the bathrooms where the bulkheads will be built and the plumbing will have to be patched? Will the whole room have to be painted or just the bulkheads and the patched areas? Also there are no specifications for primer and paint.

A. 44. See answer to question #6

Q. 45. The 6in blown-in insulation has an R value of only 13 does the R value need to be more and if so how much more and what thickness of insulation?

A. 45. See answer to Question #34

Q. 46. The drawings show two plywood platforms where it is not to be insulated but there is actually only one platform or walk way existing. Does there need to be an additional platform installed and does it need to be built up to allow for more insulation in those areas?

A. 46. Clarification: the two plywood platforms shown are merely pathways that are to be left so that the attic can be transited by walking on the plywood in place or the trusses, which are to remain visible and clear in the areas shown.

Q. 47. Does the contractor need to maintain the fire rating where the penetrations for plumbing and electrical on both the corridor and other side of the wall or just one side and also penetrations into chase walls from bathrooms ?

A. 47. Both

Q. 48. Will the existing ceiling mounted fire alarm devices need to be relocated into the new drop ceiling? If so what is the device quantities of these devices and acceptable method of relocation?

A. 48. Yes. Contractor to verify quantities prior to bidding

Q. 49. Will the existing exit lights need to be relocated to clear the new drop ceiling?

A. 49. Yes

Q. 50 Will the existing exit lights need to be replaced and upgraded with modern Exit lights with Battery back up?

A. 50. Yes, replace existing exits on second floor with Phillips Chloride CXX series LED Exit universal face, white housing, red letters; or approved equal.

Q. 51. Will the existing wall sconce lights need to be relocated to compensate for the lack of light spread that will result from the lowering of the ceiling 1' with the drop ceiling?

A. 51. The ceiling is only to be lowered the MINIMUM necessary to accomplish the work, we see this as approximately 6". The sconces will remain as they are.

Q. 52. Will the existing panel feeders and/or the associated raceways that currently feeding the (3) existing panels that are to be replaced with panels DPLN1, DPLN2, DPLN3 be adequate to be reused to feed these new panels?

A. 52. See answer to Question #24.

Q. 53. Can a set of existing (AS Built) Electrical drawings be made available for review?

A. 53. There are no known record drawings of the electrical system at this time. Contractor is to review site conditions prior to bidding and bid accordingly.

GENERAL CLARIFICATIONS

1. Contractor is responsible for coordinating access into all rooms with park staff.
2. Contractor shall be responsible for patch, paint and repair of all existing conditions that are disturbed or damaged during demolition or construction activities. All repairs shall match the existing conditions when complete.
3. Should any discrepancy appear in these contract documents, such discrepancy shall be called to the attention of the Owner/Engineer for

adjustment or decision. The contractor shall not make any alterations or corrections to the contract documents without consulting the Owner beforehand, and obtaining a written change order.

4. The contractor shall take every reasonable precaution for the safety of persons working on or entering upon the property, the protection of the building, his/her own tools, equipment and materials, and those of all other parties interested in or working upon the project.
5. The contractor shall provide and maintain safeguards as required to prevent injury to the workmen, Owner's staff, visitors, guests, and delivery personnel. The contractor shall coordinate with the Owner or Engineer for the purpose of delivering and regulating temporary lay-down and storage areas, temporary utility hookups and other items which may require the use of various portions of ground adjacent to the project site or anywhere else on the site. The contractor shall notify the Owner one week in advance of any disruptive work such as drilling, cutting or disconnections of any utility service. In addition, the contractor shall notify the Owner one week in advance of any work requiring closure of an entrance or exit to the building.
6. Contractor shall comply with all federal, state and local building codes, as well as all safety and labor regulations.
7. Prior to ordering or supplying any material or doing any work, the contractor shall take all necessary measurements at the site and shall be responsible for the correctness of the same. Any differences which may be found shall be submitted to the Owner for decision before proceeding with the work. No extra charge or compensation will be allowed on account of differences between actual conditions and conditions indicated on the drawings unless such differences have been reported to the Owner as required above.
8. All work shall be performed by qualified installers.
9. All information of existing construction shall be field verified. Deviations from those shown shall be furnished to the Engineer.
10. The contractor is responsible for coordinating temporary relocation and re-connection of all utilities that are affected by the Work with the Park Superintendent, WVDNR representative for the project and all utility organizations involved. The contractor shall perform work so as to minimize outages, outages will occur at the Owner's convenience.
11. Each temporary relocation of utilities will be made using engineering approved materials.

REQUESTS FOR SUBSTITUTIONS

Request 1:

Request for Substitution – Domestic Water Piping

May Uponor Aquapex PEX straight-length piping , Uponor Propex engineered polymer (EP) fittings (except for threaded adapters), and Uponor PEX expansion rings be used in lieu of the specified PEX pipe system that utilizes brass fittings and stainless steel crimp rings?

Uponor Aquapex is suitable for use in domestic water systems and is regarded as a top-end Pex-a product.

Supporting References for Consideration:

1. Aquapex tubing (Please note the comparison between PEX-a tubing and PEX-b tubing on page 4) :

https://www.uponorpro.com/~media/Extranet/Files/plumbing%20literature/3Decades_Bro_P017_11-07.aspx?sc_lang=en

2. Engineered Polymer (EP) fittings:

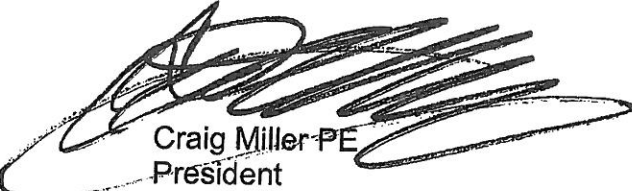
https://www.uponorpro.com/~media/Extranet/Files/Technical%20Letters/EP_Brochure_P301_1111.aspx?sc_lang=en

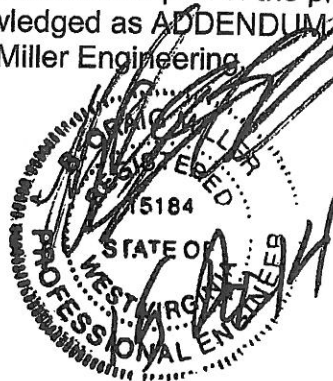
(Uponor does not offer brass fittings for Aquapex piping in all sizes and types involved for the project. EP fittings would be used all joints in PEX piping, with the exception.

Response 1: The substitution request is approved for the conditions set forth above ONLY. No other polymer fittings are approved for use by the acceptance of this substitution request. This does not imply approval of any other manufacturer or product beyond the ones specifically listed in this request.

ACKNOWLEDGEMENT:

The questions, answers and comments detailed herein are part of the project documents for this project and are to be acknowledged as ADDENDUM #2. Submitted this 15th day of December, 2014, by Miller Engineering.


Craig Miller PE
President
Miller Engineering, Inc



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR1500000034

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.

Danhill Construction Comp.
Company
Robert D. Hill, Pres
Authorized Signature
1-6-2015
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: 43733

Doc Description: ADDENDUM NO 3-Blackwater Falls Lodge 2nd Floor Upgrades

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-18	2015-01-06 13:30:00	CRFQ 0310 DNR1500000034	4

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd

(304) 558-0468

dean.c.wingerd@wv.gov

Signature X

Robert D. Hill

FEIN #

55-0648251

DATE

1-6-2015

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

SOLICITATION NUMBER: CRFQ DNR1500000034

Addendum Number: 3

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To correct a mistake published in Addendum No. 2 for this solicitation, the mistake was in response to a vendor question, see attached document for details.
2. To provide Addendum Acknowledgment form.

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 #3
Blackwater Falls Lodge Upgrades
DNR1500000034
18Dec 2014

This Addendum forms a part of the Contract Documents and modifies the original bidding Documents as noted below. This Addendum consists of the following: Clarifications and Answer Revision to previous question.

GENERAL CLARIFICATIONS

1. The Contractor will, in particular, use all due care to protect the carpeting in the areas of work; and perform full construction cleaning of the areas of work prior to returning them to the Owner.

REVISION OF PREVIOUS ANSWER:

MODIFY the answer to Question 12 of Addendum #2:

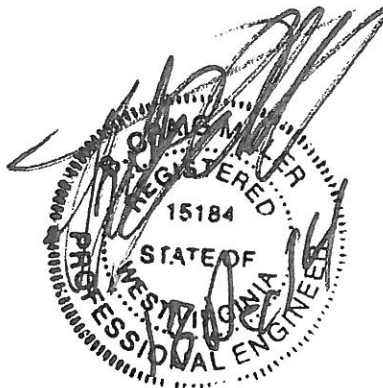
Q. 12. Also is there a ceiling Specification?

A. 12. The ceiling tile will be Armstrong #3152 Optima ceiling tile or approved equal, as specified in Section 95113; included in Addendum #1.

ACKNOWLEDGEMENT:

The questions, answers and comments detailed herein are part of the project documents for this project and are to be acknowledged as ADDENDUM #2. Submitted this 18th day of December, 2014, by Miller Engineering.


Craig Miller PE
President
Miller Engineering, Inc



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR1500000034

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.

Danhill Construction Company
Company

Robert D. Hill
Authorized Signature

1-6-2015
Date

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

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
Blackwater Falls Lodge 2nd Floor Upgrades

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
6th day of January, 20 15.

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 canceling 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 _____, 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 6th day of January, 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 6th day of January, 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)

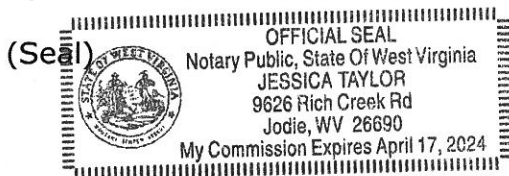
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

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

By: Robert D. Hill
Title: President
Company Name: Danhill Construction Company
Date: January 6, 2015

Taken, subscribed and sworn to before me this 6 day of January, 2015.

By Commission expires April 17, 2024



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.**

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV001196

Classification:

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

DANHILL CONSTRUCTION COMPANY
DBA DANHILL CONSTRUCTION COMPANY
PO BOX 685
GAULEY BRIDGE, WV 25085-0685

Date Issued

AUGUST 06, 2014

Expiration Date

AUGUST 06, 2015

Robert D. Hill

Authorized Company Signature

Michael A. Carl

Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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



Client#: 1638974

18DANHICON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T-Carson Insurance Services 601 Tennessee Avenue Charleston, WV 25302 304 346-0806		CONTACT NAME: Shelley Newman PHONE (A/C, No, Ext): 304 346-0806 FAX (A/C, No): 8887513002 E-MAIL ADDRESS: Shelley.Newman@BBandT.com	
INSURED Danhill Construction Company PO Box 685 Gauley Bridge, WV 25085		INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company NAIC # 24112 INSURER B: Brickstreet Mutual Insurance Co 12372 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	TRA0548113	07/01/2014	07/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	TRA0548113	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			TRA0548113	07/01/2014	07/01/2015	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WCB1008781	09/20/2014	09/20/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**** Workers Comp Information **** Voluntary Compensation ; Other States Coverage

Proprietors/Partners/Executive Officers/Members Excluded: Robert Hill, President Rebecca Hill, Secretary/Treasurer

Broad Form Employers Liability Form# WC990304 Edt Date: 01/01/06

Blanket Waiver of Subrogation Form# WC000313 Edt Date: 04/01/84

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Danhill Construction Company
 P O Box 685
 Gauley Bridge, WV 25085

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Quincy B. Stanley

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 CompanyAuthorized Signature: Robert D. Hill Date: January 6, 2015State of West VirginiaCounty of Fayette, to-wit:Taken, subscribed, and sworn to before me this 6 day of January, 2015.My Commission expires April 17, 2024.**AFFIX SEAL HERE**

NOTARY PUBLIC

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