



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

Solicitation

NUMBER
DNR214153

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
DEAN WINGERD 304-558-0468

RFQ COPY

TYPE NAME/ADDRESS HERE

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Danhill Construction Company
PO Box 685
Gauley Bridge, WV 25085

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DIVISION OF NATURAL RESOURCES
PIPESTEM STATE PARK
ATTN: PARK SUPERINTENDENT
3405 PIPESTEM DR
PIPESTEM, WV
25979 304-466-2804

DATE PRINTED
06/16/2014

BID OPENING DATE: 07/22/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** PLEASE NOTE: A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 07/09/2014 AT 11:30AM ON SITE, AT THE MCKEEVER LODGE AT THE PIPESTEM RESORT STATE PARK, PIPESTEM WV. ***** PLEASE NOTE: THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION. *****						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF NATURAL RESOURCES, IS IS SOLICITING BIDS FOR REPAIRS TO CERTAIN HVAC PIPING AND EQUIPMENT AND RELATED IMPROVEMENTS AT THE MCKEEVER LODGE, PIPESTEM RESORT STATE PARK, PIPESTEM, WV, PER THE ATTACHED SPECIFICATIONS. *****						
PLANS AND SPECIFICATIONS MAY BE OBTAINED BY CONTACTING: SHERRI GOFF WV DIVISION OF NATURAL RESOURCES PARKS AND RECREATION SECTION 324 4TH AVENUE SOUTH CHARLESTON, WV 25303-1228 TELEPHONE: 304-558-2764 FAX: 304-558-0077 THERE IS NO CHARGE FOR PLANS AND SPECIFICATIONS. ATTACHMENTS TO THIS RFQ INCLUDE: 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS. 2. GENERAL TERMS AND CONDITIONS.						
08/05/14 01:21:06PM West Virginia Purchasing Division						

SIGNATURE	Robert D. Hill	TELEPHONE	1-304-632-1600	DATE	08-05-14
TITLE	PRESIDENT	FEIN	55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

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DEAN WINGERD
304-558-0468

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TYPE NAME/ADDRESS HERE

Danhill Construction Company
PO Box 685
Gauley Bridge, WV 25085

DIVISION OF NATURAL RESOURCES
PIPESTEM STATE PARK
ATTN: PARK SUPERINTENDENT
3405 PIPESTEM DR
PIPESTEM, WV 25979 304-466-2804

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06/16/2014

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				3. ADDITIONAL TERMS AND CONDITIONS. (CONSTRUCTION CONTRACTS ONLY).		
				4. CERTIFICATION AND SIGNATURE PAGE.		
				5. PURCHASING AFFIDAVIT.		
				6. DRUG-FREE WORKPLACE AFFIDAVIT.		
				7. BID BOND INSTRUCTIONS AND FORM.		
				8. WV-75 CONSTRUCTION BID SUBMISSION REVIEW FORM.		

0001	1	LS		968-42		\$1,870,020
				REPAIRS TO HVAC PIPING AND EQUIPMENT		

SIGNATURE	TELEPHONE	DATE
Robert D. Kelly	1-304-632-1600	08-05-14
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0648251	

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
 - ☐ A pre-bid meeting will not be held prior to bid opening.
 - ☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

- ☒ A MANDATORY PRE-BID meeting will be held at the following place and time:
 Pipestem Resort State Park
 McKeever Lodge
 Pipestem, WV

July 9, 2014 at 11:30am

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.

Question Submission Deadline: July 14, 2014 at 5:00pm

Submit Questions to: Dean Wingerd

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 that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include 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

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

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

BID TYPE: ☐ Technical
☐ Cost

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

Bid Opening Date and Time: July 22, 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.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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

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

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

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

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

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

☐ **Term Contract**

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal 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.

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

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 365 _____ days.

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

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

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

- ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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 the contract value. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a

performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:



Commercial General Liability Insurance:

\$5,000,000.00

☒ or more.



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



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

\$250 per day
for every day beyond 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.
13. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
14. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
15. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation

during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
17. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
21. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code § 5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.

The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or

maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
 35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency, (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
 36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
 37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
 38. **[RESERVED]**
 39. **CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
 40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.
- If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

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



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

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder.

Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

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

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference.

If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

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

Contractor's Name: DAN HILL CONSTRUCTION

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 purchase order/contract.

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

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

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

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

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

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

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR214153

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 0715	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2 0724	<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 CONSTRUCTION

Company

Robert D. Hill

Authorized Signature

08-05-14

Date

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

**McKeever Lodge Heating & Cooling Piping
Pipestem Resort State Park
Pipesetm, WV**

DIVISION OF NATURAL RESOURCES

INVITATION TO BID-1

The Division of Natural Resources, Parks and Recreation, requests bids for repairs to certain HVAC piping and equipment and related improvements at the McKeever Lodge, Pipestem Resort State Park, Pipestem, 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:

Sherri Goff
WV Division of Natural Resources
Parks and Recreation Section
324 4th Avenue
South Charleston, WV 25303-1228
Telephone: 304 558-2764
Fax: 304 558-0077

There is no charge for plans and specifications.

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.

**McKeever Lodge Heating & Cooling Piping
Pipestem Resort State Park
Pipestem, WV**

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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 manufactures, 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.
- 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

**McKeever Lodge Heating & Cooling Piping
Pipestem Resort State Park
Pipestem, WV**

Page 2 of 2

INFORMATION FOR BIDDERS

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".

**McKeever Lodge Heating & Cooling Piping
Pipestem Resort State Park
Pipestem, WV**

Form of Proposal

Page 1 of 3

Name of Bidder:

DAN HILL CONSTRUCTION

Address of Bidder:

PO Box 685
GAULEY BRIDGE, WV 25085

Phone Number of
Bidder:

1-304-632-1600

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.

\$1,870,020⁰⁰

Written in numbers.

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

ONE Million EIGHT HUNDRED
SEVENTY THOUSAND TWENTY
DOLLARS

Written in words.

Additive Alternates

The following Additive Alternate Bid Items are not to be included in the Base Bid. If the Additive Alternate is selected by the Owner, the work described in the Additive Alternate

**McKeever Lodge Heating & Cooling Piping
Pipestem Resort State Park
Pipestem, WV**

Form of Proposal

Page 2 of 3

shall be added to the Contract and the amount indicated for the Additive Alternate shall be added to the Base Bid. The cost for each alternate is the net addition to the Base Bid to add the alternate to the Work. No other adjustments shall be made to the Base Bid or Contract amount.

No.	Description	Amount in Words	Amount in Figures
1	Replace unit designated as AC-2 including controls as described in the drawings and specifications.	FIFTY THOUSAND THREE HUNDRED NINETY ONE DOLLARS	\$50,391 ⁰⁰

No.	Description	Amount in Words	Amount in Figures
2	Replace the controls on units designated as AC-1, AC-7, and AC-8 to match the function of the existing pneumatic controls. New controls to be in accordance with drawings and specifications.	TWENTY FOUR THOUSAND ONE HUNDRED NINETY SIX DOLLARS	\$24,196 ⁰⁰

The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the Owner. The alternate bid items will be selected in the order listed in the Form of Proposal.

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 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.

**McKeever Lodge Heating & Cooling Piping
Pipestem Resort State Park
Pipestem, WV**

Form of Proposal

Page 3 of 3

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.

CERTIFICATION AND SIGNATURE PAGE

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

DAN HILL CONSTRUCTION

(Company)

Robert D. Hill

(Authorized Signature)

Robert D. Hill, Pres

(Representative Name, Title)

1-304-632-1600

(Phone Number)

1-304-632-1501

(Fax Number)

08-05-14

(Date)



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

Solicitation

NUMBER

DNR214153

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

DEAN WINGERD
304-558-0468

RFQ COPY

TYPE NAME/ADDRESS HERE

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DIVISION OF NATURAL RESOURCES
PIPESTEM STATE PARK
ATTN: PARK SUPERINTENDENT
3405 PIPESTEM DR
PIPESTEM, WV
25979 304-466-2804

DATE PRINTED

07/15/2014

BID OPENING DATE:

07/29/2014

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ADDENDUM IS ISSUED:						
1. TO CHANGE AND EXTEND THE TECHNICAL QUESTION SUBMISSION DEADLINE UNTIL JULY 21, 2014 AT 5:00PM.						
2. TO CHANGE THE BID OPENING DATE TO JULY 29, 2014 AT 1:30PM.						
3. TO PROVIDE A COPY OF THE PRE-BID MEETING SIGN-IN SHEETS.						
4. TO PROVIDE RESPONSES TO VENDOR QUESTIONS THAT HAVE BEEN SUBMITTED DURING THE INITIAL QUESTION PERIOD.						
5. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.						
***** END OF ADDENDUM NO. 1 *****						

SIGNATURE

Robert D. Hill

TELEPHONE

304-432-1600

DATE

8-5-2014

TITLE

Pres

FEIN

55-0648251

ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: DNR214153**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:

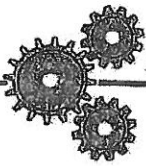
1. To change and extend the technical question submission deadline until July 21, 2014 at 5:00pm.
2. To change the Bid Opening date to July 29, 2014.
3. To provide a copy of the pre-bid meeting sign in sheet.
4. To provide responses to vendor questions.
5. To provide addendum acknowledgment form.

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



**Pipestem State Park
HVAC Piping Replacement
ADDENDUM #01- 7/15/2014**

The following items and answers are to clarify the drawings and specifications related to the project and are part of the project documents. Note the following prior to bidding:

1. (Question) I understand a document was handed out at the pre-bid related to an alternate plan?? Is this something you can download to the WV Purchasing Bulletin?

(Answer) Sheet M106-P5-A1 was not issued with the original bid set. Sheet M106-P5_A1 was handed to each bidding contractor at the pre bid meeting. Please refer to the sheet for clarification for Alternate #1 prior to bidding. The sheet will also be made available via electronic PDF and distributed to all bidding contractors.

2. (Question) What are the chances of getting the bid date extended a couple of weeks. This is a big project and is going to take some time putting together all the pieces.

(Answer) The new **deadline for questions** will be **July 21, 2014. 5:00 PM** New **bid opening date** will be **July 29, 2014 at 1:30PM**

3. (Question) Can we get electronic PDF files so we can send the drawings out for pricing?

(Answer) Files will be made available via PDF Electronic copy and distributed to all bidding contractors by email to the addresses listed on the pre-bid attendance list.

4. (Question) Specification 23 2113 - 2.02 A, 203 A: Is Type E ASTM A53 schedule 40 black steel pipe acceptable or must some other type of ASTM A53 pipe be used?

(Answer) ASTMA53 Schedule 40 black steel pipe is acceptable.

5. (Question) Specification 23 2113 - 2.02 A.1, 2.03 A.1: Are mechanical tees (e.g. Victaulic Style 920N) acceptable for use in piping 2.5" and larger in diameter?

(Answer) Yes, for gauges, thermometers, vents and accessories.

6. (Question) Specification 23 2113 - 202 B, 202 B: Is type L copper acceptable in lieu of type K copper for hydronic piping 2" and smaller in diameter?

(Answer) Type K copper is acceptable

7. (Question) Specification 23 2113 - 2.02 B.1, 2.03 B.1: Are pressure-seal copper fittings (e.g. Elkhart Apollo Xpress, Viega Pro Press) acceptable in lieu of wrought copper solder fittings for piping 2" and smaller in diameter?

(Answer) Yes, provide new pro-press tool with dies for each pipe size used on the project. Supply 5 fittings each of Coupling, Tee, Ell, and Cap for each pipe size used on the project to be used as attic stock.

8. (Question) Various drawings: Graphical symbols and the "Pipe Accessory Legend" on various drawings indicate ball valves for all sizes of hydronic piping. Are butterfly valves acceptable for installation in piping 2.5" and larger in diameter?

(Answer) Yes

9. (Question) Drawing M601, detail B: Are automatic vents to be installed on both supply and return risers?

(Answer) Yes, all high points in the system and all coils. Install with ball shut-off valves.

10. (Question) Drawing M601: Where are items scheduled as WH-6, WH-7, WH-8, WH-10, and WH-11 indicated on other drawings?

(Answer) These items have inaccurate labels on the schedule but are labeled correctly on the plan views. WH-6 and WH-8 are labeled on the plans as ET-3. WH-7, WH-10, & WH-11 are labeled on the plans as ET-2 (All are expansion tanks)

11. (Question) Drawing M103B-P1: Are the two expansion tanks shown the loop in which P3 pumps are located new expansion tanks? If they are new, please provide manufacturer and model info for the two expansion tanks.

(Answer) Please see answer to question #10

12. (Question) Drawing M105A-P7: Please provide manufacturer and model info for the expansion tank located outside of the mechanical room between column lines 10/11 and column lines N/M.

(Answer) Please see answer to question #10

13. (Question) Drawing M105A-P7: Please provide manufacturer and model info for pumps located in 2.5" diameter piping slightly to the right of column line 10 on both sides of column line N'.

(Answer) The pump north of column line "N" is P-12. The pump south of column line "N" is P-13.

14. (Question) Drawing M105A-P1: Is boiler EB-4 new, replaced, modified, or existing?

(Answer) EB-4 is existing electric boiler. Boiler is to remain. All associated boiler piping is to be replaced to achieve interconnection to the new HW loop in the boiler room.

15. (Question) How many new boilers are to be installed? Where is each boiler located?

(Answer) There is one boiler to be replaced. CB1 and CB-1 are the same boiler. They are a Modcon 1700 double stack. (two 1.7MMbtuh boilers contained in one assembly).

All herein becomes part of the scope project documents and the scope of project work. Contractor is to acknowledge this as Addendum #1 on the Bid Form.

Respectfully submitted this 15th day of July 2012.



Craig Miller PE
President
Miller Engineering, Inc

Attachment: Pre-Bid Attendance Sheet

END OF ADDENDUM #1



Request for Quotation/Proposal No.

DNR 21453

WV DIVISION OF NATURAL RESOURCES
SIGN IN SHEET

PLEASE PRINT

Page 1 of 4

Date: 07-09-14

*PLEASE BE SURE TO PRINT LEGIBLY. IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>WV DNR</u>	<u>324 4th Ave,</u>	<u>PHONE 304-558-2764</u>
Rep: <u>Brad Leslie</u>	<u>South Charleston, WV 25303-1228</u>	
Email Address: <u>Brad.S.Leslie@wv.gov</u>		<u>FAX 304-558-0077</u>
Company: <u>WV DNR</u>	<u>324 4th Ave</u>	<u>PHONE 304-558-2764</u>
Rep: <u>Carolyn Mansberger</u>	<u>South Charleston, WV 25303-1228</u>	
Email Address: <u>Carolyn.M.Mansberger@wv.gov</u>		<u>FAX 304-558-0077</u>
Company: <u>WV DNR</u>	<u>324 4th Ave</u>	<u>PHONE 304-558-2764</u>
Rep: <u>Don Bailey, III</u>	<u>South Charleston, WV 25303-1228</u>	
Email Address: <u>Donald.E.BaileyIII@wv.gov</u>		<u>FAX 304 558-0077</u>
Company: <u>Dan Hill Construction</u>	<u>PO Box 685</u>	<u>PHONE 1-304-632-1600</u>
Rep: <u>Mike Siemiaczko</u>	<u>Gauley Bridge, WV</u>	
Email Address: <u>rdanhill@hotmail.com</u>	<u>25085</u>	<u>FAX 1-304-632-1501</u>

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Request for Quotation/Proposal No. _____

WV DIVISION OF NATURAL RESOURCES
SIGN IN SHEET

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Page 2 of 4

Date: 07-09-14

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Miller ENGINEERING INC</u>	<u>250 Scott Ave</u>	PHONE (304) <u>291-2234</u>
Rep: <u>Rob Angus</u>	<u>Suite # 3</u>	<u>Ext. 5</u>
Email Address: <u>Angus@millerey.net</u>	<u>Morgantown WV 26508</u>	FAX (304) <u>291-2246</u>
Company: <u>MILLER ENGINEERING INC</u>	<u>250 SCOTT AVE</u>	PHONE (304) <u>291-2234</u>
Rep: <u>JOE MACHNIK</u>	<u>SUITE #3</u>	<u>EXT 6</u>
Email Address: <u>jmachnik@millerey.net</u>	<u>MORGANTOWN WV 26508</u>	FAX (304) <u>291-2246</u>
Company: <u>Pennington Plumbing & Htg.</u>	<u>301 George St.</u>	PHONE <u>304-252-7529</u>
Rep: <u>Eric Mahaffey</u>	<u>Beckley WV 25801</u>	
Email Address: <u>ericm@pphww.com</u>		FAX <u>304-253-1123</u>
Company: <u>Dougherty Company Inc</u>	<u>P.O. Box 1828</u>	PHONE <u>304-925-4280</u>
Rep: <u>Chris Craghead / Luther Lasue</u>	<u>Charleston WV 25327</u>	<u>304-925-6664</u>
Email Address: <u>LutherLasue@Doughertyco.com</u>		FAX <u>304-925-4280</u>

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WV DIVISION OF NATURAL RESOURCES
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Page 3 of 4

Date: 07-09-14

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Southern Air, Inc.</u>	<u>848 Mercer Mall Rd</u>	PHONE <u>304.324.4272</u>
Rep: <u>Jesse Pack</u>	<u>Bluefield, WV 24701</u>	
Email Address: <u>jesse.pack@southern-air.com</u>		FAX <u>304.324.4274</u>
Company: <u>Southern Air Inc</u>	<u>848 Mercer Mall Rd</u>	PHONE <u>304-324-4272</u>
Rep: <u>David Stowers</u>	<u>Bluefield WV 24701</u>	
Email Address: <u>david.stowers@southern-air.com</u>		FAX <u>304-324-4274</u>
Company: <u>WVDNR-Parks-Pipestem State Park PO Box 150,</u>		PHONE <u>304-466-2804</u>
Rep: <u>David W. Caplinger - Superintendent Pipestem, WV</u>		<u>304-809-4051 Cell</u>
Email Address: <u>David.W.Caplinger@wv.gov</u>		FAX <u>304-466-2803</u>
Company: <u>WVDNR-Parks Pipestem State Park</u>		PHONE <u>304-466-1800</u>
Rep: <u>Connie Clayton - Front Desk</u>		
Email Address: <u>Connie.S.Clayton@wv.gov</u>		FAX <u>304-466-5677</u>

6000

Request for Quotation/Proposal No. _____

WV DIVISION OF NATURAL RESOURCES
SIGN IN SHEET

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Page 4 of 4

Date: 07-09-14

*PLEASE BE SURE TO PRINT LEGIBLY. IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>W.V. D.N.R Parks Pipestem</u>	<u>P.O. Box 150 Pipestem</u>	PHONE <u>(304) 466-1800</u>
Rep: <u>Clarence Slatten</u>		
Email Address: <u>Clarence.E.Slatten@wv.gov</u>		FAX <u>(304) 466-2903</u>
Company: <u>Nitro Electric</u>	<u>4300 1st Ave 2nd Floor</u>	PHONE <u>(304) 550-2602</u>
Rep: <u>Willie Taylor / BAS Controls</u>	<u>Nitro, WV 25143</u>	<u>(304) 204-1555</u>
Email Address: <u>wtaylor@nitromechanical.com</u>		FAX <u>304-204-1350</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	_____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	_____
Email Address: _____	_____	FAX _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR214153

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 Const. Co

Company

Robert D. Hill

Authorized Signature

8-5-2014

Date



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

Solicitation

NUMBER
DNR214153

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
DEAN WINGERD 804-558-0468

RFQ COPY
TYPE NAME/ADDRESS HERE

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DIVISION OF NATURAL RESOURCES
PIPESTEM STATE PARK
ATTN: PARK SUPERINTENDENT
3405 PIPESTEM DR
PIPESTEM, WV
25979 304-466-2804

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DATE PRINTED
07/24/2014

BID OPENING DATE: 08/05/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
ADDENDUM IS ISSUED:						
1. TO CHANGE THE BID OPENING DATE TO AUGUST 5, 2014 AT 1:30PM.						
2. TO PROVIDE RESPONSES TO VENDOR QUESTIONS THAT HAVE BEEN SUBMITTED FOR THIS SOLICITATION AND TO PROVIDE A SUMMARY OF CLARIFICATIONS FOR SECTION 23 5233.16 AND SECTION 23 7313, SEE PAGES ATTACHED.						
3. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.						
***** END OF ADDENDUM NO. 2 *****						

SIGNATURE	Robert D. Hill	TELEPHONE	304-632-1600	DATE	8-5-14
TITLE	Pres	FEIN	55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SOLICITATION NUMBER: DNR214153

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 change the bid opening date to August 5, 2014 at 1:30 PM.
2. To provide responses and clarifications to vendor questions. See attached.
3. To provide addendum acknowledgment. This document should be signed and returned with your bid. Failure to sign and return may result in the disqualification of your bid.

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
McKeever Lodge, Pipestem Resort State Park
Repairs to HVAC Piping and Equipment and Related Improvements
RFQ # DNR214153
July 22, 2014

This Addendum forms a part of the Contract Documents and modifies the original bidding Documents as noted below.

This addendum consists of sixteen (16) pages:

The **BID OPENING DATE** has been changed to **August 5, 2014 at 1:30PM**

See the attached **CLARIFICATIONS AND ANSWERS**, along with its two attached specifications, sections, and Drawing: **E101-P7, PHASE 7 ELECTRICAL PLAN**.

All herein becomes part of the scope project documents and the scope of project work. Contractor is to acknowledge this as Addendum #2 on the Bid Form.

End of Addendum #2

**Pipestem State Park
HVAC Piping Replacement
ADDENDUM CLARIFICATIONS & QUESTIONS #02- 7/22/2014**

The following items and answers are to clarify the drawings and specifications related to the project and are part of the project documents. Note the following prior to bidding:

Comment:

1. AHU controller installed on the makeup air unit(AC-3) serving the pool will be utilized in a future project which will replace the make-up air unit, therefore MC cable neatly installed will be used to wire all the control points for this unit, the controller location will be determined in the field to ensure coordination with the future make-up air unit location.
2. The control points for the units in alternate #1 & #2 shall have the minimum following points:
 - a. Minimum Required AHU Control points:
 - i. Fan Start/Stop
 - ii. Fan Status
 - iii. DAT Heating Coil
 - iv. DAT Cooling Coil
 - v. RAT Return Air
 - vi. FA Interconnect
 - vii. FreezeStat input for Alarm
 - viii. OA Damper
 - ix. (2)-Extra DI
 - x. (2)- Extra DD
 - xi. (2)- Extra AI
 - xii. (2)- Extra AO
3. Clarification: All air handlers connected to the two-pipe system which have both a heating and cooling coil will provide full isolation of each coil and its accompanying control valve from the two-pipe system such that it can be operated in either the heating coil or cooling coil mode.

Questions:

1. (Question) 232113 – 2.01.B.3 states, "Grooved mechanical joints may be used in accessible locations only" - Where pipe sizes 2-1/2" and larger are located above non-accessible ceilings or in shafts, are the joints to be welded?

(Answer) Grooved mechanical joints are acceptable in all locations.

2. (Question) Is the chilled water and heating water coil detail shown (4/M601) applicable for all fan coil units, air handling units, etc., for the project? What about a piping detail for the boiler?

(Answer) Fan Coil- follow detail taking exception to control valve. (units equipped with internal controls. AHU- Follow detail. Boiler- Pipe with dry thermometer on both supply and return. Install a circuit setter. Install pressure gauges and isolation valves on both HWS & HWR. All existing boilers are to be re-piped completely to the face of boiler.

3. (Question) Will the AHU, boiler, etc., require thermometers, pressure gauges, flex connectors, strainers, etc., at their piping connections?

(Answer) Yes, piping installer shall also provide all drywells and pressure taps with ball isolation valves for all BAS temperature & pressure points.

4. (Question) Drawing M106B-P5 indicates 1-1/2" piping run out to a unit at column line F/17 – Is this the correct size?

(Answer) No, pipe size is 1/2"

5. (Question) Drawing M106A-P8 - Please provide sizes and indicate where the HWS/HWR risers are being continued at Column Line N-7

(Answer) 2 1/2" for both hot HWS & HWR

6. (Question) Are there any written specifications available for the Indoor Air Handling Unit?

(Answer) Please see attachment

7. (Question) Are there any written specifications available for the Boiler?

(Answer) Please see attachment

8. (Question) Is ASI an acceptable controls contractor (see attached)

(Answer) Yes. Substituted equipment will not be the basis of any change order request.

9. (Question) 23 2114 Part 2.01 Expansion Tanks – Substitute with Bell & Gossett type B (Bladder) or D (Diaphragm Tank) depending on the size on the drawing. – No change would have to be made. See Attachment A-350C1-Bladder Tanks and A-347A1-Diaphragm Tanks.

(Answer) Substitutions permitted provided that substituted products meet or exceed the performance of the specified equipment. Substituted equipment must utilize grooved connections except for pumps. Flanges will not be permitted. Substituted equipment will not be the basis of any change order request.

10.(Question) 23 2114 Part 2.02 Air Vents – Substitute with Bell & Gossett air vents. No changes would have to be made. See Attachment A-310-Air Vent.

(Answer) See response to question #9.

11.(Question) 23 2114 Part 2.03 Air Separator – Substitute with Bell & Gossett Rolairtrol Air Separator. No Changes would have to be made. See Attachment A-307A1-Air Separator.

(Answer) See response to question #9

12.(Question) 23 2114 Part 2.04 Strainers – Substitute with Metraflex type TS (for Part B) and type TF (for Parts C and D). No changes would have to be made. See Attachments Metraflex Y type Strainer TS and Metraflex Y type Strainer TF.

(Answer) See response to question #9

13.(Question) 23 2114 Part 2.05 Balancing Valves Part A and B - Substitute with Bell & Gossett CB type circuit setters. Please note that valves larger than 4" flange would be a globe style balancing valve. See attachment A-508K-Circuit Setter.

(Answer) See response to question #9

14.(Question) 23 2123 Part 2.03 In-Line Circulators – Substitute with Bell & Gossett Series 60 Pumps. The Series 60 will come with a steel shaft with copper shaft sleeve. This construction has been proven in the field.

(Answer) See response to question #9

15.M105A-P1 What is the item depicted by an oval on piping line in pool area at column line N-11?

(Answer) The symbol in question is an expansion tank that is type ET-2.

16. We have been told no asbestos is expected to be encountered and if it is it will be abated by the owner. Please confirm.

(Answer) That is correct, any incidental asbestos shall be owner abated.

17.M105A-Pa is the piping in the pool area to be run above the existing ceiling or exposed on the wall?

(Answer) The piping in this area is to be run above the existing ceiling.

18.M105B-P1 – Looking at the existing room where Pump P-4 is shown to be installed there is absolutely no ceiling space by which we can get the new piping lines into the room. Is the ductwork in this room to be removed to make room for the piping?

(Answer) The use of this room shall change from its current function to a mechanical service chase. Contractor shall remove existing ceiling and install new piping as high as possible.

19. Also, these lines appear to be depicted as running through the backside of this room and onto the 5th floor mechanical room. However, we have been told this routing is not possible and in fact the lines will have to be ran down to the floor below and then brought back up to the 5th floor. Please review advise.

(Answer) In terms of what any bidder may have been "told" while on site, this is a reminder that all bidders were cautioned by Mr. Leslie to disregard any verbal comments or instructions by Parks. All questions and their answers must be submitted and answered through WV Purchasing, with answers by Addenda. Bidders are again cautioned that verbal comments do not constitute part of the bidding documents and any misunderstanding of the project scope or requirements which might result from such comments will not, under any circumstances, be the basis of a change order request. The riser in the chase that is plan north of this room does come from the level below to approximate ceiling height. The interconnect pipe does have a drop at the bypass down the wall to clear the structure of the stairs, then follow the wall beneath the stairs until clearing the stair area.

20. Are access doors required at each fan coil unit coil piping connection?

(Answer) Yes, All user serviceable items that are located in hard surfaces shall require access doors.

21. Are access doors required at each air vent (top of risers)?

(Answer) See response to question #20

22. Are access doors required at each of the riser drain locations?

(Answer) See response to question #20

23. Specification 23 0719: Please indicate required insulation thickness.

(Answer) Required insulation thickness shall be 1" for less than 1-1/2" pipe, 1-1/2" for less than 2-1/2" pipe and 2" for all sizes above 2-1/2". When working area is limited to less than required thickness consult with engineer prior to installation.

24. Specification 23 2113 – 202 B, 202 B: Is type L copper unacceptable for hydronic piping 2" and smaller in diameter?

(Answer) See Addendum #1 response to question #6

25. Drawing M105A-P7: An online installation manual for the specified HTP ModCon 1700 boiler stack unit indicates the maximum allowable total length of intake and vent piping (added together) is 150 feet, inclusive of all equivalent lengths for fittings. It appears the sum of vertical through-roof vent/intake piping from the boilers plus the horizontal lengths of vent/intake piping shown on drawing M105A-P7 exceeds 150 feet. Please advise

(Answer) The current edition of the installation manual Rev 5.14.14 Part 5.E.2 states "2. The total equivalent length of exhaust vent and intake pipe should not exceed 200 feet."

26. Drawing E101-P7, indicated on the cover page of the drawing set, is not present in the printed or electronic drawing sets we received. Please indicate whether the drawing exists, and furnish as necessary.

(Answer) Please see attachment.

27. Electrical drawings indicate an allowance of \$50,000.00 is to be included "for replacing NM cable above ceiling w/ MC cable." Are there any other allowances that are to be included?

(Answer) This allowance is the only provision of this type.

28. 232113 – 2.01.B.3 states, "Grooved mechanical joints may be used in accessible locations only" - Where pipe sizes 2-1/2" and larger are located above non-accessible ceilings or in shafts, are the joints to be welded?

(Answer) See response to question #1

29. M103B-P6 Enlarged Plan #1 Indicates ET-1 and ET-2 Expansion Tanks for Phase 6 – The Mechanical Equipment Schedule on M601 lists ET-9 and ET-10 - Please clarify.

(Answer) See Addendum #1 response to question #10

30. M105A-P7 Shows one (1) ET-1, one (1) ET-2, and two (2) ET-3 Expansion Tanks – The Mechanical Equipment Schedule on M601 does not indicate such expansion tanks. It does however list WH-6, WH-7, and WH-8 which appear to be expansion tanks. Please clarify.

(Answer) See response to question #29

31. M601 – Mechanical Equipment Schedule lists an ET-11, WH-10 and WH-11 items for Phase 1 – However, none are shown on the floor plans. Please clarify.

(Answer) See response to question #29

32. Are flexible connectors required at the piping connections to pumps?

(Answer) Base mounted pumps do require flexible connectors.

33. Detail #4 on M106A-P7 does not indicate a curb, counter flashing, etc., where the boilers exhaust and intakes pass through the roof. What, if anything, is required?

(Answer) Contractor shall provide and install neoprene pipe boot in accordance with roof manufacturer guidelines to maintain warranty. The roof is a Garland Modified Bitumen.

34. Does all existing piping get removed or is it acceptable to abandon in place?

(Answer) Concealed riser locations may be abandoned in place. All exposed piping and all horizontal main branch piping accessible by removal ceiling tile shall be demolished.

All herein becomes part of the scope project documents and the scope of project work. Contractor is to acknowledge this as Addendum #2 on the Bid Form.

Respectfully submitted this 22nd day of July 2014.



Craig Miller PE
President
Miller Engineering, Inc.



Attachments: Specification Section: Steel Water-Tube Boilers
Specification Section: Modular Central-Station Air-Handling Units
Drawing: E101-P7 PHASE 7 ELECTRICAL PLAN

END OF ADDENDUM CLARIFICATIONS & QUESTIONS #2

SECTION 23 5233.16 STEEL WATER-TUBE BOILERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Boilers.
- B. Controls and boiler trim.
- C. Indoor/outdoor reset controller.
- D. Hot water connections.
- E. Fuel burning system and connection.

1.02 RELATED REQUIREMENTS

- A. Section 03 3000 - Cast-in-Place Concrete.
- B. Section 23 2114 - Hydronic Specialties.
- C. Section 26 2717 - Equipment Wiring: Electrical characteristics and wiring connections.

1.03 REFERENCE STANDARDS

- A. ANSI Z21.13 - American National Standard for Gas-Fired Low-Pressure Steam and Hot Water Boilers; 2012.
- B. ASME BPVC-I - Boiler and Pressure Vessel Code, Section I - Rules for Construction of Power Boilers; The American Society of Mechanical Engineers; 2013.
- C. ASME BPVC-IV - Boiler and Pressure Vessel Code, Section IV - Rules for Construction of Heating Boilers; The American Society of Mechanical Engineers; 2013.
- D. HI BTS-2000 - Testing Standard, Method to Determine Heating Efficiency of Commercial Space Heating Boilers; The Hydronics Institute of AHRI; 2007.
- E. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association; 2008.
- F. NFPA 54 - National Fuel Gas Code; National Fire Protection Association; 2012.
- G. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 PERFORMANCE REQUIREMENTS

- A. Performance rating shall be in accordance with Hydronics Institute BTS-2000.
- B. Capacity:
 - 1. Fluid: Hot water.
 - 2. Input at sea level: 850,000 Btu/hr.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittals procedures.
- B. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.07 REGULATORY REQUIREMENTS

- A. Conform to applicable code for internal wiring of factory wired equipment.
- B. Conform to ASME BPVC-I for construction of boilers.

1.08 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide a five year warranty to include coverage for heat exchanger.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. ModCon; Model 1700M and associated sensors..
- B. Substitutions: See Section 01 6000 - Product Requirements.

2.02 MANUFACTURED UNITS

- A. Factory assembled, factory fire-tested, self-contained, readily transported unit ready for automatic operation except for connection of water, fuel, electrical, and vent services.
- B. Unit: Steel membrane wall water tube boiler on integral structural steel frame base with integral forced draft burner, burner controls, boiler trim, tankless water heater, refractory, insulation, and jacket.
- C. Electrical Characteristics:
 - 1. 120 volts, single phase, 60 Hz.

2.03 BOILER SHELL

- A. Construct applicable ASME Boiler and Pressure Vessels Code for allowable working pressure of 125 psi water.
- B. Provide adequate tappings, observation ports, removable panels and access doors for entry, cleaning, and inspection.
- C. Insulate casing with readily removable glass fiber blanket insulation covered by sectional performed sheet metal jacket.
- D. Factory paint boiler, base, and other components with hard finish silicone enamel.

2.04 HOT WATER BOILER TRIM

- A. Low Water Cut-off: With drain valve and manual reset to automatically prevent burner operation whenever boiler water falls below safe level.
- B. Temperature Controls:
 - 1. Auto reset type shall control burner on-off to maintain temperature.
 - 2. Auto reset type shall control burner firing rate to maintain temperature.
 - 3. Manual reset type shall control burner to prevent boiler water temperature from exceeding safe system water temperature.
- C. Pressure Control: Fixed setting type shall control burner to ensure minimum operating pressure.
- D. Blend Pump: Mounted between supply and return connections ensures minimum continuous circulation through boiler.
- E. ASME rated pressure relief valves.
- F. Combination pressure and thermometer gage.

2.05 FUEL BURNING SYSTEM

- A. General: Forced draft automatic burner integral with front head of boiler designed to burn No. 2 oil and natural gas and maintain fuel-air ratios automatically.
 - 1. Blower: Statically and dynamically balanced to supply combustion air; direct connected to motor.
- B. Gas Burner: Forced draft, high radiant multiport power burner with electric ignition modulating with low fire ignition position.

2.06 CONTROL PANEL

- A. Mount NEMA 250, Type 1 hinged metal panel on boiler, containing electronic combustion control, blower motor starter, low fire hold timer, automatic-manual firing selection switch, oil-gas selector switch, and control switches.
- B. Electronic combustion control to control ignition, starting and stopping of burner, and provide both pre-combustion purge and post combustion purge. Burner to shut down in event of ignition, pilot, or main flame failure. Interlock to shut down burner upon combustion air pressure drop.
- C. Electronic detector to prevent negative pressure primary fuel valves from opening until pilot flame is established.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install boiler and provide connection of natural gas service in accordance with requirements of NFPA 54 and applicable codes.
- C. Provide piping connections and accessories as indicated; refer to Section 23 2114.
- D. Pipe relief valves to nearest floor drain.
- E. Provide for connection to electrical service. Refer to Section 26 2717.

3.02 SYSTEM STARTUP

- A. Provide the services of manufacturer's field representative for starting and testing unit. Startup will include setting of fuel rail pressures and complete combustion analysis to be witnessed by the Engineer. Provide startup report to Engineer and Owner, leave one additional copy in boiler room.

END OF SECTION

SECTION 23 7313

MODULAR CENTRAL-STATION AIR-HANDLING UNITS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Factory fabricated assembly of modular sections consisting of housed centrifugal or plenum fans with belt or direct drives, coils, filters, and other necessary modules to perform one or more of the functions of circulating, cleaning, heating, cooling, humidification, dehumidification, and mixing of air with construction suitable for indoor or outdoor applications.

1.02 RELATED REQUIREMENTS

- A. Section 22 0548 - Vibration and Seismic Controls for Plumbing Piping and Equipment.
- B. Section 23 0548 - Vibration and Seismic Controls for HVAC Piping and Equipment.
- C. Section 23 3300 - Air Duct Accessories: Flexible duct connections.
- D. Section 23 3416 - Centrifugal HVAC Fans.
- E. Section 23 4000 - HVAC Air Cleaning Devices.
- F. Section 23 8200 - Convection Heating and Cooling Units: Air Coils.

1.03 REFERENCE STANDARDS

- A. ABMA STD 9 - Load Ratings and Fatigue Life for Ball Bearings; American Bearing Manufacturers Association, Inc.; 1990 (Reapproved 2008).
- B. AHRI 410 - Standard for Forced-Circulation Air-Cooling and Air-Heating Coils; Air-Conditioning, Heating, and Refrigeration Institute; 2001 (R2011).
- C. AMCA 99 - Standards Handbook; Air Movement and Control Association International, Inc.; 2010.
- D. AMCA 210 - Laboratory Methods of Testing Fans for Aerodynamic Performance Rating; Air Movement and Control Association International, Inc.; 2007 (ANSI/AMCA 210, same as ANSI/ASHRAE 51).
- E. AMCA 300 - Reverberant Room Method for Sound Testing of Fans; Air Movement and Control Association International, Inc.; 2008.
- F. ASHRAE Std 52.2 - Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size; 2012.
- G. ASHRAE Std 62.1 - Ventilation For Acceptable Indoor Air Quality; 2013.
- H. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2012.
- I. SMACNA (DCS) - HVAC Duct Construction Standards; Sheet Metal and Air Conditioning Contractors' National Association; 2005.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate the installation of AHU with size, location and installation of service utilities.
- B. Coordinate the work with other trades for installation of roof mounted air handling units on roof curbs.
- C. Preinstallation Meeting: Conduct a preinstallation meeting one week prior to the start of the work of this section; require attendance by all affected installers.
- D. Sequencing: Ensure that utility connections are achieved in an orderly and expeditious manner.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data:
 - 1. Published Literature: Indicate dimensions, weights, capacities, ratings, gages and finishes of materials, and electrical characteristics and connection requirements.

MODULAR CENTRAL-STATION AIR-HANDLING UNITS

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2. Filters: Data for filter media, filter performance data, filter assembly, and filter frames.
3. Fans: Performance and fan curves with specified operating point clearly plotted, power, RPM.
4. Sound Power Level Data: Fan outlet and casing radiation at rated capacity.
5. Electrical Requirements: Power supply wiring including wiring diagrams for interlock and control wiring, clearly indicating factory-installed and field-installed wiring.
- C. Shop Drawings: Indicate assembly, unit dimensions, weight loading, required clearances, construction details, field connection details, and electrical characteristics and connection requirements.
- D. Manufacturer's Instructions: Include installation instructions.
- E. Maintenance Data: Include instructions for lubrication, filter replacement, motor and drive replacement, spare parts lists, and wiring diagrams.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 1. See Section 01 6000 - Product Requirements, for additional provisions.
 2. Extra Fan Belts: One set for each unit.
 3. Extra Filters: One set for each unit.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.07 REGULATORY REQUIREMENTS

- A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Accept products on site in factory-fabricated protective containers, with factory-installed shipping skids and lifting lugs. Inspect for damage.
- B. Store in clean dry place and protect from weather and construction traffic. Handle carefully to avoid damage to components, enclosures, and finish.
- C. Do not operate units until ductwork is clean, filters are in place, bearings lubricated, and fan has been test run under observation.

PART 2 PRODUCTS

2.01 SEE SECTION 01 6000 FOR ADDITIONAL REQUIREMENTS.

2.02 MANUFACTURERS

- A. Carrier Corporation; _____: www.carrier.com.
- B. Trane Inc; _____: www.trane.com.
- C. York by Johnson Controls Inc; _____: www.johnsoncontrols.com.

2.03 GENERAL DESCRIPTION

- A. Components:
 1. Casing construction.
 2. Fan section.
 3. Coil section.
 4. Filter and air cleaner section.
- B. Fabrication: Conform to AMCA 99 and AHRI 430.
- C. Performance: Sea level conditions:
 1. As scheduled

2.04 CASING CONSTRUCTION

- A. Full Perimeter Base Rail:
 1. Construct of galvanized steel.

MODULAR CENTRAL-STATION AIR-HANDLING UNITS

2. Provide base rail of sufficient height to raise unit for external trapping of condensate drain pans.
- B. Casing:
 1. Construct of one piece, insulated, double wall panels.
 2. Provide mid-span, no through metal, internal thermal break.
 3. Construct outer panels of galvanized steel and inner panels of galvanized steel.
 4. Casing Air Pressure Performance Requirements:
- C. Access Doors:
 1. Construction, thermal and air pressure performance same as casing.
 2. Provide surface mounted handles on hinged, swing doors. Removable panels on vertical units
- D. Unit Flooring: Construct with sufficient strength to support expected people and equipment loads associated with maintenance activities.
- E. Casing Leakage: Seal all joints and provide airtight access doors so that air leakage does not exceed one percent of design flow at the specified casing pressure.
- F. Insulation:
 1. Provide minimum thermal thickness of 12 R throughout.
 2. Completely fill all panel cavities in all directions preventing voids and settling.
 3. Comply with NFPA 90A.
- G. Drain Pan Construction:
 1. Provide cooling coil, humidifier, and _____ sections with an insulated, double wall, stainless steel drain pan complying with ASHRAE 62.1 for indoor air quality and sufficiently sized to collect all condensate.
 2. Slope in two planes to promote positive drainage and eliminate stagnate water conditions.
 3. Locate outlet of sufficient diameter at lowest point of pan to prevent overflow at normal operating conditions.
 4. Provide threaded drain connections constructed of drain pan material, extended sufficient distance beyond the base to accommodate field installed, condensate drain trapping.
- H. Finish:
 1. Indoor Units:
 - a. Provide exterior, galvanized steel panels without paint.

2.05 FAN SECTION

- A. Type: Forward curved, double width, double inlet, centrifugal type fan. Refer to Section 23 3416.
- B. Performance Ratings: Determined in accordance with AMCA 210 and labeled with AMCA Certified Rating Seal.
- C. Sound Ratings: AMCA 301; tested to AMCA 300 and label with AMCA Certified Sound Rating Seal.
- D. Bearings: Self-aligning, grease lubricated, with lubrication fittings extended to exterior of casing with plastic tube and grease fitting rigidly attached to casing.
- E. Mounting: Locate fan and motor internally on welded steel base coated with corrosion resistant paint. Factory mount motor on slide rails. Provide access to motor, drive, and bearings through removable casing panels or hinged access doors. Mount base on vibration isolators; refer to Section 23 0548.
- F. Motor Wiring Conduit: Factory wire fan motor wiring to the unit mounted starter-disconnect
- G. Flexible Duct Connections: For separating fan and coil, and adjacent sections; refer to Section 23 3300.
- H. Drives:
 1. Bearings: Heavy duty pillow block type, ball bearings, with ABMA 9 L-10 life at 50,000 hours.

2. Shafts: Solid, hot rolled steel, ground and polished, with key-way, and protectively coated with lubricating oil.
3. V-Belt Drive: Cast iron or steel sheaves, dynamically balanced, bored to fit shafts, and keyed. Variable and adjustable pitch sheaves for motors 15 hp and under selected so required rpm is obtained with sheaves set at mid-position; fixed sheave for 20 hp and over, matched belts, and drive rated as recommended by manufacturer or minimum 1.5 times nameplate rating of the motor.
4. Belt Guard: Fabricate to SMACNA HVAC Duct Construction Standards; 0.106 inch thick, 3/4 inch diamond mesh wire screen welded to steel angle frame or equivalent, prime coated. Secure to fan or fan supports without short circuiting vibration isolation, with provision for adjustment of belt tension, lubrication, and use of tachometer with guard in place.

2.06 COIL SECTION

- A. Casing: Provide access to both sides of coils. Enclose coils with headers and return bends exposed outside casing. Slide coils into casing through removable end panel with blank off sheets and sealing collars at connection penetrations.
- B. Air Coils: Certify capacities, pressure drops, and selection procedures in accordance with AHRI 410. Refer to Section 23 8200.
- C. Fabrication:
 1. Tubes: 5/8 inch OD seamless copper expanded into fins, brazed joints.
 2. Fins: Aluminum.
 3. Casing: Die formed channel frame of galvanized steel.
- D. Water Heating Coils:
 1. Headers: Cast iron, seamless copper tube, or prime coated steel pipe with brazed joints.
 2. Configuration: Drainable, with threaded plugs for drain and vent; serpentine type with return bends on smaller sizes and return headers on larger sizes.
- E. Water Cooling Coils:
 1. Headers: Cast iron, seamless copper tube, or prime coated steel pipe with brazed joints.
 2. Configuration: Drainable, with threaded plugs for drain and vent; threaded plugs in return bends and in headers opposite each tube.

2.07 FILTER AND AIR CLEANER SECTION

- A. General: Provide filter sections with filter racks, minimum of one access door for filter removal, and filter block-offs to prevent air bypass.
- B. Permanent Filters:
 1. Media: 2 inch, all-metal, viscous-impingement type, consisting of layers of cleanable wire mesh capable of operating up to a maximum of 625 fpm without loss of efficiency and holding capacity.
 2. Frame: Construct of galvanized steel.
 3. Minimum Efficiency Reporting Value: 2 MERV when tested in accordance with ASHRAE 52.2.
 4. Refer to Section 23 4000.
- C. Pleated Media Filters:
 1. Media: 2 inch, 100 percent synthetic fibers, continuously laminated to a grid with water repellent adhesive, and capable of operating up to a maximum of 625 fpm without loss of efficiency and holding capacity.
 2. Frame: Steel wire grid.
 3. Minimum Efficiency Reporting Value: 5 MERV when tested in accordance with ASHRAE 52.2.
 4. Refer to Section 23 4000.
- D. Differential Pressure Gage:
 1. Provide factory installed dial type differential pressure gage, flush mounted with casing outer wall, and fully piped to both sides of each filter to indicate status.

MODULAR CENTRAL-STATION AIR-HANDLING UNITS

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2. Maintain plus/minus 5 percent accuracy within operating limits of 20 degrees F to 120 degrees F.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Bolt sections together with gaskets.
- C. Isolate fan section with flexible duct connections.
- D. Install flexible duct connections between fan inlet and discharge ductwork and air handling unit sections. Ensure that metal bands of connectors are parallel with minimum one inch flex between ductwork and fan while running.
- E. Install assembled unit on vibration isolators. Install isolated fans with resilient mountings and flexible electrical leads. Install restraining snubbers as indicated. Refer to Section 22 0548. Adjust snubbers to prevent tension in flexible connectors when fan is operating.
- F. Provide variable sheaves then replace with fixed sheaves required after final air balance.
- G. Make connections to coils with unions or flanges.
- H. Hydronic Coils:
 1. Hydronic Coils: Connect water supply to leaving air side of coil (counterflow arrangement).
 2. Provide shut-off valve on supply line and lockshield balancing valve with memory stop on return line.
 3. Locate water supply at bottom of supply header and return water connection at top.
 4. Provide manual air vents at high points complete with stop valve.
 5. Ensure water coils are drainable and provide drain connection at low points.

END OF SECTION

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR214153

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 Const. Co.
 Company

Robert D. Hill
 Authorized Signature

8-5-2014
 Date

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

Revised 6/8/2012

Client#: 1638974

18DANHICON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2014

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): 304 340-6960	FAX (A/C, No): 8887513002
INSURED Danhill Construction Company PO Box 685 Gauley Bridge, WV 25085	E-MAIL ADDRESS: shelley.newman@bbandt.com	
	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"/> PROJECT <input type="checkbox"/> LOC	X	X	CMM0548113	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 - COMP/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 NON-OWNED AUTOS	X	X	CMM0548113	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	X	X	CMM0548113	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	09/20/2013	09/20/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 Executive Officers/Members**

Excluded: Robert Hill, President Rebecca Hill, Secretary/Treasurer

WV Broad Form Employers Liability Endt Included

Evidence of Coverage

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

James B. Stanley

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CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV001196

Classification:

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

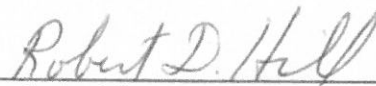
DANHILL CONSTRUCTION COMPANY
DBA DANHILL CONSTRUCTION COMPANY
PO BOX 685
GAULEY BRIDGE, WV 25085-0685

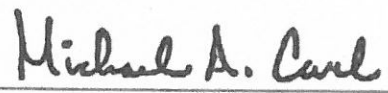
Date Issued

AUGUST 06, 2014

Expiration Date

AUGUST 06, 2015


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, 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
Repairs of certain HVAC piping and equipment and related improvements at the McKeever Lodge, Pipestem Resort State Park WV

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

5th day of August, 20 14.

Principal Corporate Seal

Danhill Construction Company
(Name of Principal)
By Robert D. Hill
(Must be President or
Vice President)

President
(Title)

Surety Corporate Seal

Colonial Surety company
(Name of Surety)

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

Gauley Bridge

WV

Wayne Nunziata or Anthony J. Cimasko or Audie B. Murphy

of Montvale and the State of New Jersey 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.

Any and All Bonds

and to bind the Company thereby as fully and to the same extent as if such bonds 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, any and all bonds, 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 _____ 27th _____ day of _____ April _____, A.D., 2011.

COLONIAL SURETY COMPANY

State of New Jersey

County of Bergen

SS.:



By

A handwritten signature in dark ink, appearing to read "Wayne Nunziata".

Wayne Nunziata, President

On this _____ 27th _____ day of _____ April _____, in the year 2011, before me

Theresa Spinelli _____, a notary public, personally appeared

Wayne Nunziata _____, personally known to me to be the person who
executed the within instrument as _____ President _____, on behalf of the corporation therein named and
acknowledged to me that the corporation executed it.



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

A handwritten signature in dark ink, appearing to read "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 _____ 5th _____ day of _____ August _____, 20 14 _____.

Original printed with Blue and 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.

A handwritten signature in dark ink, appearing to read "Audie B. Murphy".

Audie B. Murphy, Secretary

State of West Virginia

County of Fayette

AND NOW, this 5th day of August, in the calendar year of 2014, 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
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: August 5, 2014State of West VirginiaCounty of Fayette, to-wit:Taken, subscribed, and sworn to before me this 5 day of August, 2014.My Commission expires April 17, 2024.**AFFIX SEAL HERE****NOTARY PUBLIC**Jessica Taylor*Purchasing Affidavit (Revised 07/01/2012)*