



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

State of West Virginia
Request for Quotation
09 - Construction

Proc Folder: 431715

Doc Description: DISTRICT ONE HEADQUARTERS, EQUIPMENT SHOP CONSTRUCTION

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2018-04-28 | 2018-06-05 13:30:00 | CRFQ 0803 DOT1800000093 | 1 |

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

US

WV 25305

VENDOR

Vendor Name, Address and Telephone Number:

BBL CARLTON, LLC
600 KANAWHA BLVD., EAST
SUITE 200
CHARLESTON, WV 25301
(304) 345-1300

06/21/18 13:21:14
WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers

(304) 558-0248

jessica.s.chambers@wv.gov

Signature X

Charles Moore

FEIN # 31-1540-659

DATE 6/14/18

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) to establish a one-time contract for construction of the District One Headquarters, Equipment Shop building and associated site work, per the terms and conditions and specifications as attached.

| INVOICE TO | | SHIP TO | |
|--|---------|--|----------|
| DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON US | WV25301 | DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON US | WV 25301 |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 1 | DISTRICT ONE HEADQUARTERS, EQUIPMENT SHOP | | | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72121101 | | | |

Extended Description :

DISTRICT ONE HEADQUARTERS, EQUIPMENT SHOP CONSTRUCTION PER THE ATTACHED PRICING PAGE

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

West Virginia Division of Highways
District One Headquarters
1311 Smith Street
Charleston, WV 25301

Date: May 14, 2018 Time: 10:00 AM

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 nonbinding.

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

Question Submission Deadline: May 18, 2018 at 9:00 AM (EST)

Submit Questions to: Jessica Chambers
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Jessica.S.Chambers@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

SEALED BID:

BUYER: Jessica Chambers

SOLICITATION NO.:

BID OPENING DATE: 6/5/2018

BID OPENING TIME: 1:30 PM (EST)

FAX NUMBER: (304) 558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: 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 N/A 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: (This only applies to CRFP)

Technical

Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: June 5, 2018 at 1:30 PM (EST)

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

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: 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 delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 717 _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

Other: See attached.

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

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

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

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

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

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

6. 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.

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of contract value. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

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

West Virginia Contractor's 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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

\$1,000,000.00

Automobile Liability Insurance in at least an amount of: \$500,000.00

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

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

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. 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.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. 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.

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

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

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

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

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

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

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

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

41. 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.

42. 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.

43. 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 of such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

44. 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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: BBL CARLTON, LLC

Contractor's License No.: WV- 028886

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

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

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

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

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

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

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure 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 section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;**
- ii. The subcontractor in the original bid has been debarred or suspended; or**
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.**

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: BBL CARLTON, LLC

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

| Subcontractor Name | License Number if Required by W. Va. Code § 21-11-1 et. seq. |
|---|---|
| | |
| <p>* PER ITEM #8 OF "ADDITIONAL TERMS AND CONDITIONS", SUBCONTRACTOR LIST SHALL BE PROVIDED TO PURCHASING DIVISION WITHIN ONE BUSINESS DAY OF THE OPENING OF BIDS FOR REVIEW.</p> | |
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Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Charles Moore, Vice President
(Name, Title)
CHARLES MOORE, VICE PRESIDENT
(Printed Name and Title)
600 KALKWA BLVD., EAST, SUITE 200, CHARLESTON, WV 25301
(Address)
(304) 345-1300 (304) 345-1304
(Phone Number) / (Fax Number)
cmoore@bblcarlton.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

BBL CARLTON, LLC
(Company)

Charles Moore, Vice President
(Authorized Signature) (Representative Name, Title)

CHARLES MOORE, VICE PRESIDENT
(Printed Name and Title of Authorized Representative)

6/14/18
(Date)

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

**REQUEST FOR QUOTATION
DISTRICT ONE HEADQUARTERS
EQUIPMENT SHOP**

GENERAL CONSTRUCTION SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) to establish a one-time contract for construction of the District One Headquarters, Equipment Shop building and associated site work.

1.1 The project shall consist of the following:

Construction of WVDOH, District One Headquarters, Equipment Shop building and associated site work. The work to be performed, as required by these Contract Documents, shall include the building, sidewalks, utility connections and other incidental construction as further described in the Specifications/Project Manual.

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specifications/Project Manual as defined below.

2.1 "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.

2.2 "Construction Services" means the construction of the WVDOH, District One Headquarters, Equipment Shop Building located at 1311 Smith Street, Charleston, West Virginia 25301 as more fully described in these contract specifications and the Specifications/Project Manual.

2.3 "Pricing Page" means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which the Vendor should list its proposed price for the Construction Services. The Pricing Page is also referenced as Exhibit A.

2.4 "Solicitation" means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.5 "Specifications/Project Manual" means project specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.

2.6 "WVDOH Standard Specifications" means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2017 and the Supplemental Specifications dated January 1, 2018. WVDOH

**REQUEST FOR QUOTATION
DISTRICT ONE HEADQUARTERS
EQUIPMENT SHOP**

Standard Specifications shall also be incorporated by reference to **Specifications/Project Manual** used throughout this document. A hard copy of the current WVDOH Standard Specifications may be purchased at a cost of \$20.00 using the Attachment A Standard Specifications Order Form provided from:

West Virginia Division of Highways
Contract Administration
Building 5, Room 722
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305
(Phone) 304-558-2885

Additional information on obtaining an electronic copy of the WVDOH Standard Specifications may be obtained by sourcing:

<http://transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Pages/default.aspx>

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over and supersede anything contained in the **Specifications/Project Manual**.

4. **QUALIFICATIONS:** Vendor or Vendor's staff, if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 4.1 **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least three (3) projects that involved work like that described in the **Specifications/Project Manual**. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award. The Vendor shall provide the requested information within five (5) calendar days after request by the Purchasing Division.

**REQUEST FOR QUOTATION
DISTRICT ONE HEADQUARTERS
EQUIPMENT SHOP**

5. GENERAL REQUIREMENTS:

5.1 Labor, equipment and materials shall be provided in accordance with the Specifications/Project Manual.

5.2 Vendor shall coordinate and work with other contractors, as may be necessary, during the execution of the work for the project. This includes, but is not limited to, the Smith Street Streetscape project providing utility relocation and sidewalk renovation on the northern side of the project. Construction limits may overlap periodically during the project.

6. CONTRACT AWARD: The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

7. SELECTION OF ALTERNATES: Pursuant to W. Va. Code § 5-22-1(e), if the Pricing Pages contain alternates/add-ons, there must be no more than seven listed, and the alternates/add-ons will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on. Provided, that Agency may accept an alternate out of the listed order if acceptance would not affect determination of the lowest qualified responsible bidder. Any unaccepted alternate contained within a bid shall expire one hundred fifty (150) days after the date of the opening of bids for review.

8. PROJECT PLANS: Copies of the project plans can be obtained by contacting the entity identified below. If any information contained in this (or any other) Section of the Specifications/Project Manual conflicts with West Virginia State Law and/or Purchasing Division rules, policies and procedures, the State's law, rules, policies and procedures prevail.

8.1 Vendors may purchase a copy of the Specifications/Project Manual by contacting the following at a cost of \$200.00:

**Chapman Technical Group, LTD
Attention: Ms. Amanda Holstein
200 Sixth Avenue
Saint Albans, West Virginia 25177**

**REQUEST FOR QUOTATION
DISTRICT ONE HEADQUARTERS
EQUIPMENT SHOP**

Phone (304) 727-5501

8.2 Vendors may examine the Specifications/Project Manual at the following locations:

**Contractors Association of West Virginia
2114 Kanawha Boulevard, East
Charleston, West Virginia 25311
Phone (304) 342-1166**

**Pittsburgh Builders Exchange
1813 North Franklin Street
Pittsburgh, Pennsylvania 15233
Phone (412) 922-4200**

**Kanawha Valley Builders Association
1627 Bigley Avenue
Charleston, West Virginia 25302
Phone (304) 342-7141**

**Construction Employers Association of North Central West Virginia
2794 White Hall Boulevard
White Hall, West Virginia 26554
Phone (304) 367-1920**

**Parkersburg Marietta Contractors Association
4424 Emerson Avenue
Parkersburg, West Virginia 26104
Phone (304) 485-6485**

**Ohio Valley Construction Employers Council
21 Armory Drive
Wheeling, West Virginia
Phone (304) 242-0520**

8.3 Vendors shall use complete sets of bidding documents in preparing their bids. Neither the State nor the Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

8.4 The WVDOH is not permitted to discuss this Solicitation with any Vendor. All communication regarding this Solicitation must be directed to the Purchasing Division buyer identified in Section 4, Vendor Question Deadline, of the Instruction to Vendors Submitting Bids document.

**REQUEST FOR QUOTATION
DISTRICT ONE HEADQUARTERS
EQUIPMENT SHOP**

- 9. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the **Specifications/Project Manual**.
- 10. POST AWARD SUBMISSIONS:** In accordance with the **Specifications/Project Manual**, all shop drawings, product data, samples and other project submissions shall be directed to, but not limited to, the District One Construction Engineer and the Maintenance Division Project Manager or as further directed after award.
- 11. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in Section 4, Vendor Question Deadline, of the Instruction to Vendors Submitting Bids document. Complete product specifications, drawings and documentation shall be provided for review of the proposed substitution as an "approved equal". The State reserves the right to request additional information to validate the substitution request. Incomplete submittals will be considered non-responsive and the substitution request denied if not provided prior to the close of the Vendor Question Deadline. The Vendor shall provide the requested additional information within five (5) calendar days after request by the Purchasing Division.
- 12. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. If access cards and/or keys are required:
- 12.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 12.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 12.3** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 12.4** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 12.5** Vendor shall inform all staff of Agency's security protocol and procedures.

**REQUEST FOR QUOTATION
DISTRICT ONE HEADQUARTERS
EQUIPMENT SHOP**

13. MISCELLANEOUS:

13.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: CHARLES MOORE

Telephone Number: (304) 345-1300

Fax Number: (304) 345-1304

Email Address: cmoore@bblcarlton.com

EXHIBIT A - PRICING PAGE

**WVDOH - STATE PROJECT G020-HDQ/-6. 03
DISTRICT ONE EQUIPMENT SHOP**

Bidder Name:

BBL CARLTON, LLC

Bidder Address:

600 KANAWHA BLVD, EAST-SUITE 200
CHARLESTON, WV 25301

Bidder Phone No.:

(304) 345-1300

WV Contractors License No.

WV028886

The aforementioned, also identified as the Bidder, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the Specifications/Project Manual, hereby proposes to furnish all materials, equipment, labor, supplies and transportation to perform all work in accordance with the Specifications/Project Manual and time set forth in a quality workmanlike manner.

BASE BID

The Base Bid shall consist of all work noted in the Specifications/Project Manual. Base Bid shall be indicated in the space below. Reference the Summary of Estimated Quantities on plan sheet 5/140 (labeled Sheet No. G3) "For Additional Information".

The contract award shall be based on the lowest Base Bid.

Total Base Bid:

\$ 10,799,000

(Show Amount in Numbers)

TEN MILLION SEVEN HUNDRED NINETY NINE THOUSAND Dollars

(Show Amount in Words)



State of West Virginia
PURCHASING DIVISION
Construction Bid Submission Review Form

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

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
4. Failure to meet any mandatory requirement of the RFQ
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Debt to the State or Political Subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided RFQ form (only if stipulated as mandatory).

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 §61-6-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: BBL CARLTON, LLC

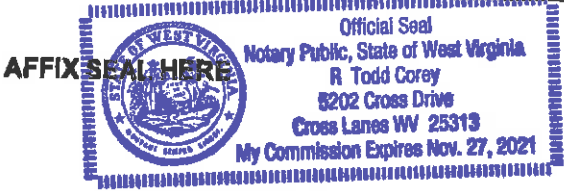
Authorized Signature: Charles Moore Date: 6/14/18

State of WV

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 14th day of JUNE, 2018.

My Commission expires 11/27, 2021.



NOTARY PUBLIC [Signature]

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0684; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: BBL CARLTON, LLC

Address: 600 KANAWHA BLVD, EAST-SUITE 200, CHARLESTON, WV 25301

Contracting business entity's authorized agent: CHARLES MOORE, VICE PRESIDENT

Address: SAME AS ABOVE

Number or title of contract: CRFQ 0803 DOT1800000093

Type or description of contract: DISTRICT ONE HEADQUARTERS, EQUIPMENT SHOP CONSTRUCTION

Governmental agency awarding contract: WV DOT

Names of each interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

KEVIN GLEASON, PRESIDENT JONATHAN deFOREST, EXEC. VP.

STEPHEN OBERMAYER, CFO

PAUL TRIGGER, EXEC. VP

Signature: Charles Moore Date Signed: 6/14/18

Check here if this is a Supplemental Disclosure.

Verification

State of WV, County of KANAWHA

I, CHARLES MOORE, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 14th day of JULY, 2018.



R. Todd Corey
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: WV DOT

Date submitted to Ethics Commission: N/A

Governmental agency submitting Disclosure: WV DOT



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

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

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

1. I am an employee of BBL CARLTON, LLC; and,
(Company Name)

2. I do hereby attest that BBL CARLTON, LLC
(Company Name)

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

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

Printed Name: CHARLES MOORE

Signature: Charles Moore

Title: VICE PRESIDENT

Company Name: BBL CARLTON, LLC

Date: 6/14/18

Taken, subscribed and sworn to before me this 14TH day of JUNE, 2018.

By Commission expires 11/27/2021

(Seal)

[Signature]
(Notary Public)



State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

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

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

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

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

Vendor Contact Information:

Vendor Name: _____

Vendor Telephone: _____

Vendor Address: _____

Vendor Fax: _____

Vendor E-Mail: _____

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
 RFQ/RFP# (B) _____

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

Bid Bond

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

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

NOW THEREFORE

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

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

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

Principal Seal

(Q)

 (Name of Principal)

By _____
 (Must be President, Vice President, or Duty Authorized Agent)

 Title

Surety Seal

(U)

 (Name of Surety)

 Attorney-in-Fact

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

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

Agency _____
REQ.P.O.# _____

BID BOND

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

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

NOW THEREFORE,

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

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

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

Principal Seal

(Name of Principal)

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

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

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

BID BOND

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

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

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 Oblgee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 21st day of June, 2018.

Principal Seal

BBL-Carlton, LLC

(Name of Principal)

By

Kevin J. Gleason
(Must be President, Vice President, or
Duly Authorized Agent)

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

(Title)

Surety Seal

Travelers Casualty and Surety Company of America

(Name of Surety)

T. M. Tyrrell
T. M. Tyrrell, Attorney-in-Fact

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


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

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

State of New York,
County of Albany} ⁵⁵.

On this 21st day of June, 2018, before me personally appeared Kevin J. Gleason, to me known, who, being by me duly sworn, did depose and say that he/she resides in Altamont, New York; that he is an Authorized Agent of BBL, LLC, Member of BBL-Carlton, LLC, a Limited Liability Company, the Company described in and which executed the foregoing instrument; that he executed the foregoing instrument as the act and deed of said Company; and that he had the requisite authority to do so.

KIMBERLY A. RITCHIE
Notary Public, State of New York
No. 01RI6215612
Qualified in Rensselaer County,
Commission Expires January 4, 2022

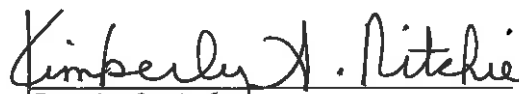

Rensselaer County
Comm. Exp. 01/04/2022

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York,
County of Albany} ⁵⁵.

On this 21st day of June, 2018, before me personally appeared T. M. Tyrrell; to me known, who, being by me duly sworn, did depose and say that he/she resides in Albany, New York; that he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, Connecticut, a corporation, created, organized and existing under and by virtue of the laws of the state of Connecticut, upon oath did say that the corporate seal affixed to the attached instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by the authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.

KIMBERLY A. RITCHIE
Notary Public, State of New York
No. 01RI6215612
Qualified in Rensselaer County,
Commission Expires January 4, 2022


Rensselaer County
Comm. Exp. 01/04/2022

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2017

CAPITAL STOCK \$ 6,480,000

| ASSETS | | LIABILITIES & SURPLUS | |
|--|-------------------------|---|-------------------------|
| CASH AND INVESTED CASH | \$ 137,828,948 | UNEARNED PREMIUMS | \$ 920,416,348 |
| BONDS | 3,372,828,388 | LOSSES | 820,833,807 |
| STOCKS | 326,080,818 | LOSS ADJUSTMENT EXPENSES | 181,114,298 |
| INVESTMENT INCOME DUE AND ACCRUED | 38,230,403 | COMMISSIONS | 42,188,100 |
| OTHER INVESTED ASSETS | 2,841,903 | TAXES, LICENSES AND FEES | 13,242,860 |
| PREMIUM BALANCES | 235,708,836 | OTHER EXPENSES | 42,889,178 |
| NET DEFERRED TAX ASSET | 48,322,453 | CURRENT FEDERAL AND FOREIGN INCOME TAXES | 1,319,124 |
| REINSURANCE RECOVERABLE | 23,906,019 | REMITTANCES AND ITEMS NOT ALLOCATED | 82,646,307 |
| SECURITIES LENDING REINVESTED COLLATERAL ASSETS | 20,665,872 | AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS | 38,824,038 |
| RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES | 21,488,218 | RETROACTIVE REINSURANCE RESERVE ASSUMED | 793,039 |
| ASSUMED REINSURANCE RECEIVABLE AND PAYABLE | 826,836 | POLICYHOLDER DIVIDENDS | 9,857,423 |
| OTHER ASSETS | 5,785,705 | PROVISION FOR REINSURANCE | 5,088,341 |
| | | ADVANCE PREMIUM | 1,266,758 |
| | | ESCHEAT LIABILITY | 637,143 |
| | | PAYABLE FOR SECURITIES LENDING | 28,555,872 |
| | | CEDED REINSURANCE NET PREMIUMS PAYABLE | 38,704,052 |
| | | OTHER ACCRUED EXPENSES AND LIABILITIES | 886,489 |
| | | TOTAL LIABILITIES | \$ 2,218,124,273 |
| | | | |
| | | CAPITAL STOCK | \$ 6,480,000 |
| | | PAID IN SURPLUS | 433,803,750 |
| | | OTHER SURPLUS | 1,578,352,587 |
| | | TOTAL SURPLUS TO POLICYHOLDERS | \$ 2,016,635,327 |
| TOTAL ASSETS | \$ 4,232,760,699 | TOTAL LIABILITIES & SURPLUS | \$ 4,232,760,699 |

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

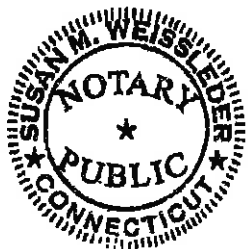
MICHAEL J. DODDY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2017.

Michael J. Doddy
 SECOND VICE PRESIDENT

Susan M. Weissleder
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 16TH DAY OF MARCH, 2018

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2022





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint T.M. Tyrrell of Albany, New York, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C Tetreault
Marie C. Tetreault, Notary Public

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

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of June, 2018



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



Purchasing Division
 2019 Washington Street East
 Post Office Box 50136
 Charleston, WV 25305-0136

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 431745

Doc Description: Addendum 1- DISTRICT ONE HEADQUARTERS EQUIPMENT SHOP

Proc Type: Central Purchase Order

| Date Issued | Solicitation Classes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2018-05-01 | 2018-05-05 43.30-00 | CRFQ 0863 DOT1600000093 | 2 |

BID RECEIVING LOCATION

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

WV 25305

VEHICLE

Vendor Name, Address and Telephone Number:

BBL CARLTON, LLC
 600 KALAWHA BLVD, EAST
 SUITE 200
 CHARLESTON, WV 25301
 (304) 345-1300

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0248
 jessica.s.chambers@wv.gov

Signature X *Charles Moore*

FEIN # 31-1540-659

DATE 6/14/18

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

ADDITIONAL INFORMATION

Addendum:

Addendum No. 07 issued to publish and distribute the 21, 2018 attached information to the vendor community.

Please note: The Mandatory Prebid date and time has been changed from May 14, 2018 at 10:00 AM to May 21, 2018 at 10:00 AM (EST)

No other changes.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOT) to establish a one-time contract for construction of the District One Headquarters, Equipment Shop building and associated site work, per the terms and conditions and specifications as attached.

| INVOICE TO | SHIP TO |
|---|---|
| DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON WV 25301 US | DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON WV 25301 US |

| Line | Comm. Desc. | Qty. | Unit Issue | Unit Price | Total Price |
|------|--|------|------------|------------|-------------|
| 1 | DISTRICT ONE HEADQUARTERS, EQUIPMENT SHOP | | | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72121101 | | | |

Extended Description:

DISTRICT ONE HEADQUARTERS, EQUIPMENT SHOP CONSTRUCTION PER THE ATTACHED PRICING PAGE

SOLICITATION NUMBER: CRFQ DOT18000000093

Addendum Number: No.01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to change the mandatory prebid date to May 21, 2018 at 10:00 AM (EST), the location remains the same.

No additional changes.

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

BBL CARLTON, LLC

Company

Charles Moore

Authorized Signature

6/14/18

Date

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

Revised 6/8/2012



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 431715

Doc Description: Addendum 2- DISTRICT ONE HEADQUARTERS, EQUIPMENT SHOP

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2018-05-22 | 2018-06-14 13:30:00 | CRFQ 0803 DOT1800000093 | 5 |

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:
 BRL CARTON, LLC
 600 KANAWHA BLD., EAST
 SUITE 200
 CHARLESTON, WV 25301
 (304) 345-1300

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X *Charles Moore*

FEIN # 31-1540-659

DATE 6/14/18

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.02 issued to publish and distribute the 21, 2018 attached information to the vendor community.

**** Please note: The Technical Question Deadline date and time has been changed from May 18, 2018 at 9:00 AM to June 1, 2018 at 9:00 AM (EST). Please also note that the bid opening date has been changed to 6/14/2018 at 1:30 PM (EST).

No other changes

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) to establish a one-time contract for construction of the District One Headquarters, Equipment Shop building and associated site work, per the terms and conditions and specifications as attached.

| INVOICE TO | | SHIP TO | |
|--|---------|--|----------|
| DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON US | WV25301 | DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON US | WV 25301 |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 1 | DISTRICT ONE HEADQUARTERS, EQUIPMENT SHOP | | | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72121101 | | | |

Extended Description :

DISTRICT ONE HEADQUARTERS, EQUIPMENT SHOP CONSTRUCTION PER THE ATTACHED PRICING PAGE

SOLICITATION NUMBER: CRFQ DOT1800000093

Addendum Number: No.02

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to move the technical question deadline date and time from May 18, 2018 at 9:00 AM to June 1, 2018 at 9:00 AM (EST) and. publish the mandatory prebid sign-in sheet. Please also note that the bid opening date has been changed to 6/14/2018 at 1:30 PM (EST).

No other changes

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

Terms and Conditions:

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

ATTACHMENT A

SIGN IN SHEET

RECEIVED

Page 1 of 4

Request for Proposal No.

PLEASE PRINT

2018 MAY 21 PM 1:24 Date: 05/21/2018

CRFQ DOT1800000093

FINANCE-PROCUREMENT

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

| FIRM & REPRESENTATIVE NAME | MAILING ADDRESS | TELEPHONE & FAX NUMBERS |
|--|----------------------|-------------------------|
| Company: CHAPMAN TECHNICAL GROUP | 200 SIXTH AVE | PHONE 304-727-5501 |
| Rep: PHIL WARNOCK | ST. ALBANS, WV | TOLL FREE |
| Email Address: PWARNOCK@CHAPTECH.COM | 25177 | FAX 304-727-5580 |
| Company: Hayslett Construction Co. Inc | P.O. Box 447 | PHONE 304-757-9348 |
| Rep: John Deitz | Hurricane W.V. 25526 | TOLL FREE |
| Email Address: WHayslett@AOL.COM | | FAX 304-757-9561 |
| Company: BBL CARLTON, LLC | 600 KANAWHA BLVD. | PHONE (304) 345-1300 |
| Rep: TOM SIMMS | SUITE 200 | TOLL FREE |
| Email Address: tsimms@bblcarlton.com | CHARLESTON, WV 25301 | FAX (304) 345-1304 |
| Company: Neighborgall Construction | 1216 7th Ave | PHONE 304-525-5181 |
| Rep: Donald A. Bates | Huntington WV 25701 | TOLL FREE |
| Email Address: estimating@neighborgall.com | | FAX 304-525-7795 |
| Company: Oval Construction Mgmt. | PO Box 401 | PHONE 304-347-8820 |
| Rep: Rachel Means | Chas, WV 25322 | TOLL FREE |
| Email Address: rmeans@ovalconstruction.com | | FAX 304-347-8821 |

SIGN IN SHEET


Request for Proposal No. CRFQ DOT1800000093 PLEASE PRINT

RECEIVED
Date 5/21/2018

2018 MAY 21 PM 1:24

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

FINANCE-PROCUREMENT TELEPHONE & FAX NUMBERS

| FIRM & REPRESENTATIVE NAME | MAILING ADDRESS | TELEPHONE & FAX NUMBERS |
|--|-----------------------------------|---------------------------|
| Company: <u>Flint Construction Co. Inc.</u> | <u>PO Box 146</u> | PHONE <u>304-364-5555</u> |
| Rep: <u>Richard Haaker</u> | <u>Grassaway, WV 26624</u> | TOLL FREE |
| Email Address: <u>johnsr@flintconstructionco.com</u> | | FAX <u>304-364-5556</u> |
| Company: <u>J-H-L Masonry</u> | | PHONE <u>304-757-5256</u> |
| Rep: <u>John Phillips</u> | | TOLL FREE |
| Email Address: <u>jhlmas@aol.com</u> | | FAX <u>304-549-4038</u> |
| Company:  <u>Brandyn Offenberger</u> <u>403 Watertown Road</u> <u>Waterford, OH 45786</u> | | PHONE |
| Rep: <u>estimating@wolfcreekcontractors.com</u> <u>740-749-5827</u> | | TOLL FREE |
| Email Address: | | FAX |
| Company: <u>Wiseman Construction</u> | <u>1616 6th Avenue</u> | PHONE <u>304-344-1200</u> |
| Rep: <u>Nikki White</u> | <u>Charleston, WV 25387</u> | TOLL FREE |
| Email Address: <u>jlink@wisemancorp.com</u> | | FAX <u>304-344-1281</u> |
| Company: <u>DOH</u> | | PHONE |
| Rep: <u>Doug Brown</u> | | TOLL FREE |
| Email Address: <u>Douglas.Brown@WV190V</u> | | FAX |

Grand's Mart

SIGN IN SHEET

Request for Proposal No.

CRFQ DOT1600000093

PLEASE PRINT

RECEIVED

Date: 5/21/2018

2018 MAY 21 PM 1:24

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

FINANCE-PROCUREMENT TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

| FIRM & REPRESENTATIVE NAME | MAILING ADDRESS | TELEPHONE & FAX NUMBERS |
|---|--------------------------------|---------------------------|
| Company: <u>Magwood C Smith Construction</u> | <u>3410 Chesterfield</u> | PHONE <u>304-925-3190</u> |
| Rep: <u>Joe Hill</u> | <u>Ave Charleston WV 25304</u> | TOLL FREE |
| Email Address: <u>Estimating@mcseconstructionwv.com</u> | | FAX <u>304-925-3228</u> |
| Company: <u>WVDOH DI</u> | <u>1338 Smith St.</u> | PHONE <u>304-356-3804</u> |
| Rep: <u>Dessie King</u> | <u>Charleston WV 25307</u> | TOLL FREE |
| Email Address: <u>Dessie.B.King@wv.gov</u> | | FAX |
| Company: <u>PARAMOUNT BUILDERS</u> | <u>501 6TH AVE</u> | PHONE <u>304-727-2770</u> |
| Rep: <u>KENNY HARPER</u> | <u>ST. ALBANS, WV 25177</u> | TOLL FREE |
| Email Address: <u>KHARPER@PARAMOUNT WV.COM</u> | | FAX <u>304-727-0302</u> |
| Company: <u>District Veterans Contracting</u> | <u>950 Ritter Drive</u> | PHONE <u>304-877-1413</u> |
| Rep: <u>Scotty Bowman</u> | <u>Beaver WV 25813</u> | TOLL FREE |
| Email Address: <u>Sbowman@districtvet.com</u> | | FAX <u>681-238-5255</u> |
| Company: _____ | _____ | PHONE _____ |
| Rep: _____ | _____ | TOLL FREE _____ |
| Email Address: _____ | _____ | FAX _____ |

comp trail

SIGN IN SHEET

Request for Proposal No. CRFQ DOT1800000093 **PLEASE PRINT**

RECEIVED

Date: 5/21/2018

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

2018 MAY 21 PM 1:24

FINANCE-PROCUREMENT

| FIRM & REPRESENTATIVE NAME | MAILING ADDRESS | TELEPHONE & FAX NUMBERS |
|---|--|--|
| Company: <u>WVDOH - Maintenance</u> Rep: <u>Syble Atkins</u> Email Address: <u>syble.a.atkins@wv.gov</u> | <u>Bldg 5, Rm A350</u> <u>Charleston 25305</u> | PHONE <u>304-558-9495</u> TOLL FREE FAX |
| Company: <u>WV DOH - MAINTENANCE</u> Rep: <u>HEATHER HUFFMAN</u> Email Address: <u>Heather.J.huffman@wv.gov</u> | <u>BLDG. 5, RM350</u> <u>CAPITOL COMPLEX</u> <u>CHAS., WV. 25305</u> | PHONE <u>304-558-9430</u> TOLL FREE FAX |
| Company: <u>WV DOH - Maintenance</u> Rep: <u>Sherri Rowan</u> Email Address: <u>sherri.k.rowan@wv.gov</u> | <u>Bldg 5, Rm 350</u> <u>Charleston, WV 25305</u> | PHONE TOLL FREE FAX |
| Company: <u>WVDOH - Maint.</u> Rep: <u>JOSH SMITH</u> Email Address: <u>joshue.r.smith@wv.gov</u> | ^ | PHONE <u>304-897-2325</u> TOLL FREE FAX |
| Company: _____ Rep: _____ Email Address: _____ | _____ | PHONE TOLL FREE FAX |

BBL Carlton, LLC
600 Kanawha Blvd., East
Suite 200
Charleston, WV 25301

BBL Carlton

Tom Simms
Estimator
tsimms@bbcarton.com

Phone 304 345-1300
Ext. 120
Fax 304 345-1304
Cell 304 419-3770
www.bbcarton.com
WV028886



Chapman Technical Group

Phillip A. Warnock, AIA, NCARB
PROJECT ARCHITECT
pwarnock@chapttech.com

200 Sixth Avenue
St. Albans, WV 25177


304.727.5501
fax 304.727.5580

www.chapttech.com

Donald A. Bates
Estimator



1216 7th Avenue • Huntington, WV 25701
304-525-5181 ext. 245 • Fax 304-525-7795 • Cell 304-521-3432
www.neighborgall.com • dbates@neighborgall.com



**J.H.L.
MASONRY
INC.**

JP PHILLIPS
WV CONTRACTOR LICENSE # WV901103

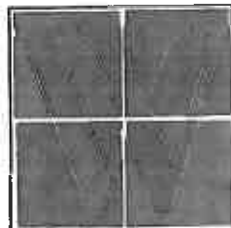
OFFICE 800.439.2632
OFFICE 304.757.5256
CELL 304.757.5266
CELL 304.549.4038
jp.phillips@jhl.com

Kenny Harper
Project Manager
kharper@paramountwv.com

office 304.727.2770
mobile 304.545.8613
fax 304.727.0302

RECEIVED
2018 MAY 21 PM 1:24
FINANCE-PROCUREMENT

PARAMOUNT BUILDERS



Wiseman
CONSTRUCTION INC.
www.wisemancorp.com

Nikki White
Secretary/Treasurer

Office 304-344-1200 ext. 204
Fax 304-344-1281
Cell 304-552-8232

nwhite@wisemancorp.com
jlink@wisemancorp.com
awiseman@wisemancorp.com
1616 Sixth Avenue
Charleston, West Virginia 25387

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

BBL CARLTON, LLC
Company

Charles Marie
Authorized Signature

6/14/18
Date

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



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 431715

Doc Description: Addendum 3- DISTRICT ONE HEADQUARTERS, EQUIPMENT SHOP

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2018-05-30 | 2018-06-14 13:30:00 | CRFQ 0803 DOT1800000093 | 6 |

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:
 BBL CARLTON, LLC
 600 KANAWHA BLVD, EAST
 SUITE 200
 CHARLESTON, WV 25301
 (304) 345-1300

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X *Charles Moore* FEIN # 31-1540-659 DATE 6/14/18

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.03 issued to publish and distribute the attached information to the vendor community.

**Request for Quotation
(Construction of Equipment Shop for DOT District One)**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOT) to establish a one-time contract for construction of the District One Headquarters, Equipment Shop building and associated site work, per the terms and conditions and specifications as attached.

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON WV25301 US | | DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON WV 25301 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 1 | DISTRICT ONE HEADQUARTERS, EQUIPMENT SHOP | | | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72121101 | | | |

Extended Description :

DISTRICT ONE HEADQUARTERS, EQUIPMENT SHOP CONSTRUCTION PER THE ATTACHED PRICING PAGE

SOLICITATION NUMBER: CRFQ 0803 DOT1800000093

Addendum Number: No.03

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Vendor submitted questions and agency responses

No other Changes.

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

Terms and Conditions:

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

ATTACHMENT A

**CRFQ DOT180000093
District One Headquarters, Equipment Shop
Addendum 3**

To respond to vendor submitted questions and agency responses.

- Question #1** Will Type H concrete be required in the Wash Bay and Equipment Wash areas?
- Response #1** Concrete inside the building will be the concrete specified in Section 033000 Cast-in-Place Concrete.
- Question #2** Will liquidated damages be assessed on this project for not meeting the deadline? The boxes are not checked on item 11 LIQUIDATED DAMAGES of the GENERAL TERMS AND CONDITIONS of the CRFQ.
- Response #2** Liquidated damages shall be assessed on this project according to WVDOH Standard Specifications, Table 108.7.1 Failure to Complete on Time and Liquidated Damages: https://transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Documents/2017_Standard.pdf and the table posted at the WVDOH Contract Administration's Specifications and Documents website: <https://transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx>
- Question #3** After reviewing the drawings, we have found the following: Drawing C1 is listed as Layout and Materials Plan in the specs, but the drawing is labeled Existing Site and Demolition Plan.
- Response #3** Consider the Enumeration of Drawings in the Specifications to be replaced with the Index of Drawings on Sheet G2.
- Question #4** a) Per Note 3 of the Foundation/Geotechnical Notes on drawing S01, regarding the undercut of soil below the floor slabs states, "any soft or yielding area encountered during the proof rolling shall be further undercut until stable material is encountered". Are we to assume that this will be handled as a change order to the contract?
b) If the answer is no, can a unit price be added, or an allowance established for this work?
- Response #4** a. Changes will be handled via change order.
b. N/A
- Question #5** Sheet A5 Section 1 has a bubble tag 7/A8. This tag is incorrect.
- Response #5** The tag is correct as noted.
- Question #6** Please verify that counts for Equipment furnished by the Contractor is shown in the Quantities Column on Sheet A1G. For Example, the 5 Ton Crane has CS for a quantity of 3 and 1. We assume that the power feeds have been sized accordingly.
- Response #6** Item 10 – 5 Ton Crane has 0 existing and 3 new cranes to be supplied and installed by the Contractor, as noted on the schedule.

- Question #7** Detail 7/A10b shows Self adhering sheet waterproofing. This detail implies that the waterproofing is at asphalt paving only. See 5/A10B. Is this correct?
- Response #7** No. Self-Adhering Sheet Waterproofing is required around the entire building, including at concrete paving. It needs to be added Detail 5/A10B like it is shown on Detail 7/A10B.
- Question #8** Neither detail shows the foundation drain. Is this required?
- Response #8** As there is nowhere to daylight foundation drains and Charleston's sewer and storms drains are combined in part of the area, foundation drains will not be used for this project. Therefore, it is imperative that the grade drain away from the building in all instances.
- Question #9** a) Note 6 on Sheet S1 refers us to sheet SG1 for over-excavation and backfill for beneath floor slabs. There isn't any discussion on SG1 related to over-excavation. Note 7 specifies floor slab excavation to elevation 96'8" with compacted granular fill to 99'2" or 99'4". Is the over-excavation assumed to be elevation 96'8"?
- b) Are we to assume additional over-excavation below 96'8" in the base bid?
- Response #9** a) See sheet SG1 General Foundation/Geotechnical Notes (Note 3) for discussion related to over-excavation. Note 7 specifies floor slab excavation to 96'-0", not 96'8".
- b) Base bid shall be for the depth of over-excavation indicated on the drawings.
- Question #10** SG2 indicates the Owner will employ the testing agency. The Concrete spec section indicates the Contractor will provide testing. Which is correct? SG2 should be coordinated with Testing requirement in the specifications.
- Response #10** Special Inspections and Testing will be required; however, this is separate from and different than the testing required by the specifications. The contractor is required to engage and pay for all testing required by the specifications, including concrete testing. The WVDOH shall provide and pay for Special Inspections which are in addition to the testing specified. The contractor is required to coordinate with, provide access to and schedule the Special Inspector(s) as required throughout construction.
- Question #11** Sheet E10 Transformer notes require the electrical to coordinate transformer dimensions with Frankfort Plant Board Electric Division. Also, the notes and drawings do not require duct bank concrete protection on the primary or secondary service. Is this correct?
- Response #11** Detail 1 on sheet E10 referencing "Frankford Plant Board Electrical Division" shall be changed to read "American Electric Power". Per Specification Section 260533, underground raceways shall be provided with steel sleeves or shall be concrete encased where they pass over or under obstructions (such as sidewalks, roadways, piping, etc...).
- Question #12** Sheet E10 requires a stair platform for the Generator. Sheet C2 does not show where this platform is supposed to be. What do we include in the bid?
- Response #12** See Sheets E2 and E10 for the location and detailing of the generator platform.
- Question #13** a) Does every window get a Solid Surface sill per WS1?
- b) Including the Tire Room?

- Response #13** a) No. WS1 is the condition for areas that are finished with furred out construction. WS2 is the condition for areas that are not finished with furred out construction.
b) The tire room is not furred out. Use the WS2 detail for areas that are not finished with furred out construction.
- Question #14** There are no references to the Sill, Jamb or Head details on the door schedule. It is impossible to tell which details go with which doors. For example, where is H7 cut taken?
- Response #14** There are door numbers on the plans which provides you the wall construction. The S1/J1/H1 Series is for exterior storefront with an out wall construction. The S2/J2/H2 Series is for exterior steel doors in furred out wall construction. The S3/J3/H3 Series is for exterior overhead doors. The S4/J4/H4 Series is for exterior steel doors that are not in furred out construction. The J5/H5 Series is for interior doors in stud and gypsum board construction. The J6/H6 series is for interior doors in precast concrete construction. The J7/H7 series is for the interior overhead coiling doors in stud and gypsum board construction.
- Question #15** Note, for the grout frames in Precast Panels, please provide a method to place grout into this frame once the frame is set.
- Response #15** Means and methods of construction are the sole responsibility of the contractor.
- Question #16** a) Where do we find the counts for Room Panel Signs?
b) Do we assume one sign for each door opening?
- Response #16** a) Room signage designating the room number and function of the room is required at each door, except restrooms. Accessible pictogram signage is required at each restroom.
b) Yes, as noted above.
- Question #17** Can an electronic Request for Quotation be sent to complete the Pricing sheet?
- Response #17** Per the West Virginia Purchasing Handbook Section 6, Item 6.2.10
- 6.2.10 Bid Submission:** The vendor is responsible for submitting a correct and accurate bid to the Purchasing Division by the specified bid opening time and date. Fax bids are acceptable, but receipt of bid must be completed prior to the bid opening time and date. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms by e-mail transmission. Acceptable delivery methods include hand-delivery, delivery by courier or facsimile.
- Any bonds submitted via fax should be followed by an original bond received by the Purchasing Division within two (2) business days.
- Vendors may submit online responses through the wvOASIS system
- Question #18** Sheet G3 indicates an alternate for Marshall Hot Mix Base and Wearing. Does this still apply?
- Response #18** Yes.

- Question #19** a) I am slightly confused as looking at the Request for quotation the mandatory prebid date is 5/14 but on Pennsylvania builders exchange the date is 5/21. With the change in the date (if it is correct) was the bid date pushed as well?
b) I want to make sure that subcontracts are not required to attend this as well?
- Response #19** a) Addendum #2 was issued on 05/22/2018 revising the Technical Question Deadline to June 1, 2018 at 9:00 AM (EST) and the Bid Opening Date (Solicitation Closing Date) to June 14, 2018 at 1:30 PM (EST).
b) The Mandatory Pre-Bid was required for any Vendor that was interested in bidding for the construction contract.
- Question #20** Drawing A2, Construction note #6 indicates a metal soffit system hung from bar joists. This construction note is indicated in Wash Bay 123. There are no details showing how this soffit system is supported. Will there be any back-up framing or grid system required to support the soffit system?
- Response #20** The metal soffit system shall be Dimensional Metals Flush-Panel Soffit FP1012, 24 gage, or equal. The metal soffit system in Wash Bay 123 shall be installed on 7/8" high x 97-mil-thick hat channels at 24" o.c. with stabilizing cross members as required by the manufacturer or for constructability and hung from the bar joists.
- Question #21** a) Detail 6/A10A shows the exterior canopy framing. Are they framed out of cold-formed metal stud framing (spec section 054000-Cold-Formed Metal Framing)?
b) If so, please provide the required stud gauge for this framing. Specification 054000-Cold-Formed Metal Framing states to refer to structural drawings for minimum base metal thickness, however there are no stud gauges indicated on the structural drawings or the architectural drawings for this detail.
- Response #21** a) The framing is cold formed metal framing.
b) The thickness of the metal is 97 mil.
- Question #22** Detail 6/A10A shows two cont. spacers "cont. spacer 7/8" X 4" X 20 ga GALV. Metal decking strip" and a "cont. spacer 7/8" X 7" X 20 ga GALV. Metal decking strip". Is your intent for this to be treated wood blocking for the length of the canopies?
- Response #22** No. The Spacers should be continuous galvanized decking that is 7/8" thick, 7" high and 20 Gage (0.0396" thick), as noted.
- Question #23** Will Certified Payrolls be required?
- Response #23** Please refer to Section 7 of the Additional Terms and Conditions (Construction Contracts Only).
- Question #24** Is the Time of Completion (717 days) correct?
- Response #24** Per the General Terms and Conditions, Section 3, Contract Term, Renewal, Extension, Fixed Period Contract of 717 days shall be revised to 365 calendar days to substantial completion plus 30 calendar days to final completed for a total of 395 calendar days.
- Question #25** Will there be liquidated damages?

- Response #25** Liquidated damages shall be assessed on this project according to WVDOH Standard Specifications, Table 108.7.1 Failure to Complete on Time and Liquidated Damages: https://transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Documents/2017_Standard.pdf and the table posted at the WVDOH Contract Administration's Specifications and Documents website: <https://transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx>
- Question #26** Can we extend the Date to receive questions?
- Response #26** Addendum #2 was issued on 05/22/2018 revising the Technical Question Deadline to June 1, 2018 at 9:00 AM (EST).
- Question #27** Where are the specified panel signs required:
- Response #27** Room signage designating the room number and function of the room is required at each door, except restrooms. Accessible pictogram signage is required at each restroom.
- Question #28** Is a Geotech report available?
- Response #28** Yes, please see the Geotechnical Report attached to this Addendum as prepared by: Terracon Consultants, Inc. dated: April 17, 2013 for information only.
- Question #29** Is there a specification or brand/color for the solid surface window sills? (some brands/colors cost a lot more than others)
- Response #29** Avonite solid surface or equal. Color to be determined.
- Question #30** What font is required for the Dimensional Letter Signage?
- Response #30** Match fonts on Detail 6/A10B. font names and styles may vary slightly by manufacturer.
- Question #31** Section 083323:
- a) 2.2, J, 3 specifies Motor exposure as Exterior. It looks as though all motors are interior which would typically use NEMA 1 enclosures. Please confirm if NEMA 1 is acceptable.
 - b) Doors #202B & 202D (fire doors) are specified as insulated in 2.5, A, 2. These appear to be interior doors. Is insulation required?
 - c) 2.5, A, 1 specifies Vision Panel Glazing (Doors 202B & 202D) however, the door schedule does not show vision panels (Elev H). Confirm if vision panels are required & if so how many.
- Response #31**
- a) NEMA 1 enclosures are acceptable for all overhead doors except the Wash Bay door, Door 123C.
 - b) Insulation is not required on Doors 202B and 202D.
 - c) Vision panels are not required on Doors 202B and 202D.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

BBL CARPENTRY, LLC
Company

Charles Moore
Authorized Signature

4/14/10
Date

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



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 431715

Doc Description: Addendum 4- DISTRICT ONE HEADQUARTERS, EQUIPMENT SHOP

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2018-06-12 | 2018-06-21 13:30:00 | CRFQ 0803 DOT1800000093 | 7 |

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:
 BBL CARLTON, LLC
 600 KALUWA BLVD, EAST
 SUITE 200
 CHARLESTON, WV 25301
 (304) 345-1300

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X

Charles Moore

FEIN # 31-1540-659

DATE 6/12/18

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.04 issued to publish and distribute the attached information to the vendor community.

****Bid Opening Date is changing to 6/21/2018 to give the agency time to address the additional technical questions not addressed in Addendum 3.

Request for Quotation
(Construction of Equipment Shop for DOT District One)

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) to establish a one-time contract for construction of the District One Headquarters, Equipment Shop building and associated site work, per the terms and conditions and specifications as attached.

| INVOICE TO | | SHIP TO | |
|--|---------|--|----------|
| DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON US | WV25301 | DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON US | WV 25301 |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 1 | DISTRICT ONE HEADQUARTERS, EQUIPMENT SHOP | | | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72121101 | | | |

Extended Description :

DISTRICT ONE HEADQUARTERS, EQUIPMENT SHOP CONSTRUCTION PER THE ATTACHED PRICING PAGE

| | | | |
|----------------------|--------------------------------|---|------------------------------|
| DOT1800000093 | Document Phase Draft | Document Description Addendum 4- DISTRICT ONE HEADQUARTERS, EQUIPMENT SHOP | Page 3 of 3 |
|----------------------|--------------------------------|---|------------------------------|

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ DOT1800000093

Addendum Number: No.04

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to move the bid opening date to 6/21/2018 to give the agency time to address technical questions not included in Addendum 3.

No other changes

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

BBL CARLTON, LLC

Company

Charles Moore

Authorized Signature

6/12/18

Date

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



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 431715

Doc Description: Addendum 5- DISTRICT ONE HEADQUARTERS, EQUIPMENT SHOP

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2018-06-13 | 2018-06-21 13:30:00 | CRFQ 0803 DOT1800000093 | 8 |

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number: *BBL CARLTON, LLC
 600 KALKWA BLVD, EAST
 SUITE 200
 CHARLESTON, WV 25301
 (304) 345-1300*

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X *Charlie Moore*

FEIN # *31-1540-659*

DATE *6/14/18*

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.05 issued to publish and distribute the attached information to the vendor community.

**Request for Quotation
(Construction of Equipment Shop for DOT District One)**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) to establish a one-time contract for construction of the District One Headquarters, Equipment Shop building and associated site work, per the terms and conditions and specifications as attached.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON WV25301 US | | DIVISION OF HIGHWAYS DISTRICT ONE HQ 1340 SMITH ST CHARLESTON WV 25301 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 1 | DISTRICT ONE HEADQUARTERS, EQUIPMENT SHOP | | | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72121101 | | | |

Extended Description :

DISTRICT ONE HEADQUARTERS, EQUIPMENT SHOP CONSTRUCTION PER THE ATTACHED PRICING PAGE

SOLICITATION NUMBER: CRFQ DOT1800000093

Addendum Number: No.05

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to address technical questions received prior to the 6/1/2018 at 9:00 AM deadline not included in Addendum 3.

No other changes

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

Terms and Conditions:

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

ATTACHMENT A

To respond to vendor posed questions:

Question #1 How long can bids be held before award?

Response #1 There is not a timeframe for evaluation of bids.

Question #2 Per Structural Drawing SG2 Special Inspection, Note 4, "Special Inspection Services shall be contracted and paid for by the Owner." Will these special inspections include the testing as called out in the following specification sections: 024660 Auger Cast Piles 3.9.A & B; 033000 Cast-In-Place Concrete 3.12.A; 051200 Structural Steel 2.8.A; 051200 Structural Steel 3.5.A; 312000 Earth Moving 3.20.A

Response #2 Special Inspections and Testing will be required; however, the Special Inspections and Testing is separate from and different than the testing required by the specifications. The Contractor is required to coordinate with, provide access to, and schedule the Special Inspector(s), as required throughout construction. Specifically, Special Inspections will not include the testing requirements of the Contractor described in "024660 Auger Cast Piles 3.9.A & B" and "033000 Cast-In-Place Concrete 3.12.A". This testing will be paid for by the Contractor. Special Inspections will include the testing requirements as described in "051200 Structural Steel 2.8.A", "051200 Structural Steel 3.5.A", and "312000 Earth Moving 3.20.A", which will be paid for by the Owner.

Question #3 Per Specification Section 015000, Page 3, 2.2A, "Provide temporary Facilities as noted in Owner's written requirements and this section."

- a) Where are these written requirements located?
- b) Also, will contractor be required to provide a temporary office for the Owner on this project?

Response #3

- a) The requirements of the WVDOT DOH Standard Specifications Roads and Bridges, Adopted 2017, shall apply.
- b) A "Small Field Office" is required, as noted therein.

Question #4 I have a couple of questions from an auger cast pile contractor.

- a) Please confirm if the ACIP piles at grid lines D/E-14 are 24 inch in diameter.
- b) What is the purpose of the larger diameter?
- c) Please provide allowable compression, uplift and lateral loads of the 24 inch ACIP piles.
- d) Please provide the allowable compression, uplift and lateral loads of the 18 inch ACIP piles.

Response #4

- a) The ACIP piles at D/#-14 are 24 inches in diameter.
- b) The larger diameter provides higher load capacity required at these interior columns.
- c) See table below.
- d) See table below.

| ACIP Diameter (inches) | Compression (tons) | Uplift (tons) | Lateral (tons) |
|------------------------|--------------------|---------------|----------------|
| 18 | 120 | 120 | 10 |
| 24 | 220 | 220 | 15 |

Question #5 On the equipment schedule it is shown that the Contractor is to furnish 4 of the SLEC Lifts. I just want it to be confirmed that we are to furnish 4 lifts that include 4 columns per lift, as noted per Note 3 on Drawing A1G. In talking with the manufacturer, he believes we were only to furnish 1 lift with 4 columns.

Response #5 Per Note 3/A1G – “SLEC 18 Type – Provide vehicle lift system with one set of four interconnected, mobile vehicle lifts.” The Contractor is to provide one set of four lifts, not four sets of four lifts.

Question #6 We noticed that the duration for the project has been reduced to 365 days to substantial completion with another 30 days to final completion. We believed that the original 717 days was too much, but we think that the 365 days is not enough. Is there any way that this can be changed to contractor submit the amount of days? Or increase the duration to 18 months/541 days? Per the attached liquidated damages schedule through the WVDOT we believe at \$3,280.00 per day will be substantial for this project.

Response #6 Addendum #3 revised to 365 calendar days to substantial completion plus 30 calendar days to final completed for 395 calendar days. After further consideration and discussion, the duration for the project will be revised to 420 calendar days to substantial completion plus 30 calendar days to final completion for 450 calendar days.

Question #7 “Canton Elevator’s In-Ground Hydraulic Freight Elevator” – we are requesting approval of this product in lieu of the specified manufacturers for spec section 142413 – Hydraulic Freight Elevators. This substitute material will meet all required specifications.

Response #7 Canton Elevator may be considered an acceptable manufacturer for the elevator specified; however, the elevator supplied must meet the specified requirements, must fit into the space designed for the elevator and the machining must be coordinated within the machine room.

Question #8 According to Addendum #3, Question #18, Calls for an Alternate which shows on Drawing G3, but the bid form shows a place for a base bid, are we to write in the alternates?

Response #8 The “alternate” for the Marshall Hot Mix Base and Wearing Courses would more standardly be considered a “Contractor’s Option” between the two systems. It is not an “Alternate” in terms of bidding the work. It is not an “Additive or Deductive Alternate”.

Question #9 Question # 18 in addendum # 03 makes reference to a Drawings Sheet G3 which indicates there is to be an alternate for Marshall Hot Mix Base and Wearing for the Asphalt. The bid form was not changed in addendum # 03 to allow us to write this alternate. How should we show the alternate on the current bid form?

Response #9 Please refer to Response #8.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

BBL CARUSO, LLC

Company

Charles Moore

Authorized Signature

6/14/18

Date

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

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV028886

Classification:
GENERAL BUILDING

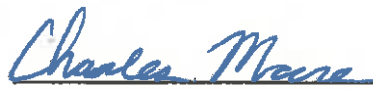
BBL CARLTON LLC
DBA BBL CARLTON LLC
600 KANAWHA BLVD E # 200
CHARLESTON, WV 25301

Date Issued

SEPTEMBER 08, 2017

Expiration Date

SEPTEMBER 08, 2018



Authorized Company Signature



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