



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: 572711

Doc Description: Training Center Construction

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-04-22	2019-05-08 13:30:00	CRFQ 0314 HST1900000002	1

BID RECEIVING LOCATION

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

RECEIVED

2019 MAY 21 PM 1:13

WV PURCHASING
 DIVISION

VENDOR

Vendor Name, Address and Telephone Number:

Flint Construction Co., Inc.
 P O Box 146
 Frametown WV 26623-0146
 304-364-5555

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X

Rob Flint

FEIN # 55-0728296

DATE 05/21/2019

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

ADDITONAL INFORMATION

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Miner's Health Safety & Training to establish a contract for renovation of existing pre-engineered building. Alpha Associates, Inc. is serving as the Architect on this project.

INVOICE TO:		SHIP TO:	
ACCOUNTS PAYABLE		OFFICE OF MINERS HEALTH, SAFETY, AND TRAINING	
OFFICE OF MINERS HEALTH SAFETY AND TRAINING		550 INDUSTRIAL DRIVE	
1900 KANAWHA BLVD EAST			
BLDG. 3 SUITE 600			
CHARLESTON	WV25305	OAK HILL	WV 25901-0714
US		US	

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

Comm Code	Manufacturer	Specification	Model #
72121008			

Extended Description :

New industrial building and warehouse construction services

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:

337 Industrial Drive
Oak Hill, WV 25901

April 26, 2019
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 1, 2019 at 10:00 AM EDT**

Submit Questions to: **Linda Harper, Buyer Supervisor**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: **Linda.B.Harper@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: Training Center Construction
BUYER: Linda Harper
SOLICITATION NO.: CRFQ HST1900000002
BID OPENING DATE: 05/08/2019
BID OPENING TIME: 1:30 PM EDT
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: May 8, 2019 at 1:30 PM EDT

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

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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: 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 one hundred eighty (180) 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 the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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 of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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.

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. 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>.

31. 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.

32. 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.

33. 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.

34. 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.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, 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.

38. 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”), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing_requisitions@wv.gov.

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/24/2019

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more 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.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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: Flint Construction Co., Inc.

Contractor's License No.: WV-021938

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 attached AIA 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 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.**

REQUEST FOR QUOTATION
WV OMHST Safety Training Center, Oakhill, WV

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Miner's Health Safety & Training to establish a contract for renovation of existing pre-engineered building. Alpha Associates, Inc. is serving as the Architect on this project.

Project is within an existing 15,000 sq. ft. pre-engineered metal building.

- Project consists of adding additional offices and conference/training space within one half of the existing building.
- Project is classified as Business Occupancy and Storage Occupancy, with a 2 hour fire separation to be built between the two occupancies.
- New offices consist of new entrance, new toilet room, 4 – 6 offices, and 1 training room.
- Minor work to existing offices, relocation of wall, minor finishing, minor paint, etc. • New HVAC systems, electrical, and plumbing, etc.
- There are three alternates: generator and 2 parking areas. as more fully described in these specifications and 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 Specification's Manual as defined below.

2.1 **"Construction Services"** means renovation of existing pre-engineered building as more fully described in the Project Manual.

2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.

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

2.4 **"Specifications/Project Manual"** means the American Institute of Architect forms, 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.

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

REQUEST FOR QUOTATION
WV OMHST Safety Training Center, Oakhill, WV

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 [insert number of projects] projects that involved work similar to 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.
- 4.2. The qualified Contractor shall have completed a minimum of three (3) projects of new construction of no less than 40,000 square feet of office space including masonry, carpentry, construction of rough wall framing and room finishes, doors, door frames, door hardware, and other related construction operations similar to those required on this project. Experience with fiber cement panel systems. All bidders shall include at least three (3) references indicating their capabilities to perform such work. References should include the name, location, ownership, and use of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the work completed by the Contractor. The Proposal Form includes a section in which their references should be listed.
5. **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.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Purchase Order.

REQUEST FOR QUOTATION
WV OMHST Safety Training Center, Oakhill, WV

7. **PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.

Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.

8. **RETAINAGE:** Agency is entitled to withhold 10% from each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.
9. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
10. **SUBSTANTIAL AND FINAL COMPLETION:** Vendor shall achieve substantial completion by One Hundred and Fifty (150) calendar days and final completion by One Hundred and Eight (180) calendar days s after the Contract start date established by the issuance of the Notice to Proceed. Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.
11. **LIQUIDATED DAMAGES:** Vendor shall pay Liquidated Damages in the amount of \$1,000.00 per calendar day for every calendar day beyond the date for Final Completion, as established by the issuance of the Notice to Proceed, for which Final Completion has not been achieved.
12. **PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

Alpha Associates, Inc.
209 Prairie Ave.
Morgantown, WV 26501
304-296-8216

Bidders may obtain only complete sets of the plans and specifications of the Bidding Documents at the offices of Alpha Associates, Inc. 209 Prairie Ave., Morgantown, WV 26501, 304-296-8216. A nonrefundable fee of \$65.00 is required. Scanned documents in pdf format are available on CD. Please make checks payable to Alpha Associates, Inc. or to

REQUEST FOR QUOTATION
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pay with credit card; log on to www.thinkalphafirst.com. If paper copies are preferred, they are available at a cost of \$185.00. Contact Diann Clark at 304-296-8216.

Copies of project plans can be examined at the following locations

Kanawha Valley Builders Association

1627 Bigley Avenue
Charleston, WV 25302
Phone: 304-342-7141
Fax: 304-343-8014

Contractors Association of West Virginia

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

Construction Employers Association NCWV

2794 White Hall Blvd
White Hall, WV 26554
Phone: 304-367-1290
Fax: 304-367-0126

Parkersburg Marietta Contractors Association

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

CMD Group

30 Technology Parkway South
Suite 100
Norcross, GA 30092
770-417-4000
FAX 800-317-0870

Pittsburgh Builders Exchange

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

REQUEST FOR QUOTATION
WV OMHST Safety Training Center, Oakhill, WV

Dodge Data & Analytics
4300 Beltway Place Suite 180
Arlington, TX 76018
Phone: 413-338-5547
Fax: 609-336-2767

13. SUBSTITUTIONS: Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.

14. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

14.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

14.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

14.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

14.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

14.5. Vendor shall inform all staff of Agency's security protocol and procedures.

15. MISCELLANEOUS:

15.1. 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: Rob Flint

Telephone Number: (304) 364-5555

Fax Number: (304) 364-5556

Email Address: rob@flintconstructionco.com

REQUEST FOR QUOTATION
WV OMHST Safety Training Center, Oakhill, WV

15.2. Owner's Representative: Owner's representative for notice purposes is

Name: Michelle Harrah

Telephone Number: (304) 469-8100

Fax Number: (304) 469-4059

Email Address: Michelle.L.Harrah@wv.gov

16. Initial Decision Maker: Rebecca Key, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.

Exhibit A Pricing Page

Name of Bidder:

Flint Construction Co., Inc.

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

Base Bid (all inclusive lump sum bid for all Contract Services):

\$ 510,200.⁰⁰ (Commodity Line 1)

Five Hundred Ten Thousand, Two Hundred Dollars

(Show amount in both words and numbers)

SCHEDULE OF ADDITIVE ALTERNATES

There are 4 Additive alternates. Additive alternates presented below are to be taken in the order presented. See Section 01 2300 Alternates for complete description.

A. Alternate No. 001: GENERATOR: See Section 01 2300 Alternates for complete description.

1. Twenty-Four Thousand, Eight Hundred Eighty Five Dollars (\$ 24,885.⁰⁰).
Provide price in words and numbers:

2. ADD DEDUCT ___ NO CHANGE calendar days to adjust the Contract Time for this alternate.

B. Alternate No. 002: NORTH PARKING LOT : See Section 01 2300 Alternates for complete description.

1. One Hundred Seventeen Thousand One Hundred Dollars (\$ 117,100.00).
Provide price in words and numbers:

2. ADD DEDUCT ___ NO CHANGE 30 calendar days to adjust the Contract Time for this alternate.

C. Alternate No. 003: SOUTH PARKING LOT : See Section 01 2300 Alternates for complete description.

1. One Hundred Sixty-One Thousand Three Hundred Eighty Dollars (\$ 161,380.00).
Provide price in words and numbers:

2. ADD X DEDUCT NO CHANGE 30 calendar days to adjust the Contract Time for this alternate.

D. Alternate No. 004: NORTH PARKING LOT & Right of Way: See Section 01 2300 Alternates for complete description.

1. Sixteen Thousand Three Hundred Ninety Dollars (\$ 16,390.00).
Provide price in words and numbers:

2. ADD X DEDUCT NO CHANGE 7 calendar days to adjust the Contract Time for this alternate.

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.

Rob Flint President
(Name, Title)
Rob Flint, President
(Printed Name and Title)
P O Box 146, Gassaway WV 26624-0146
(Address)
(304) 364-5555 (304) 364-5556
(Phone Number) / (Fax Number)
rob@flintconstructionco.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.

Flint Construction Co., Inc.
(Company)

Rob Flint President
(Authorized Signature) (Representative Name, Title)

Rob Flint, President
(Printed Name and Title of Authorized Representative)

05/21/2019
(Date)

(304) 364-5555 (304) 364-5556
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Flint Construction Co., Inc.
Company


Authorized Signature

05/21/2019
Date

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

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 \$1 million 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, but does not include publicly traded companies listed on a national or international stock exchange.

"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)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Flint Construction Co., Inc. Address: P O Box 146, Gassaway WV 26624-0146

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

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

Taken, sworn to and subscribed before me this _____ day of _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

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: CRFQ 0314 HST1900000002

Contract Purpose: Renovation to the WV Office of Miners Health Safety & Training Center

Agency Requesting Work: State of West Virginia

As a Union Company, all drug testing is by the Unions.

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: Flint Construction Co., Inc.

Vendor Telephone: (304) 364-5555

Vendor Address: P O Box 146
Gassaway WV 26624-0146

Vendor Fax: (304) 364-5556

Vendor E-Mail: rob@flintconstructionco.com



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

STATE OF WEST VIRGINIA,

COUNTY OF Braxton, TO-WIT:

I, Rob Flint, after being first duly sworn, depose and state as follows:

1. I am an employee of Flint Construction Co., Inc.; and,
(Company Name)
2. I do hereby attest that Flint Construction Co., Inc.
(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: Rob Flint

Signature: Rob Flint

Title: President

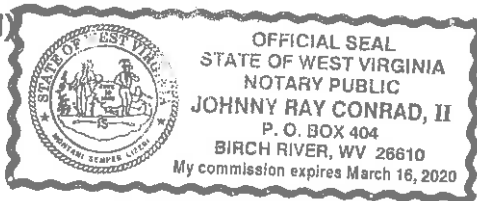
Company Name: Flint Construction Co., Inc.

Date: 05/21/2019

Taken, subscribed and sworn to before me this 21 day of May, 2019.

By Commission expires March 16, 2020

(Seal)



Johnny Ray Conrad, II
(Notary Public)



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 solicitation
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 of West Virginia (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 solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Flint Construction Company, Inc.
of Gassaway, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount 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
Renovation of a 15,000 sq ft warehouse

NOW THEREFORE,

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

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

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 15th day of May, 2019.

Principal Seal

Flint Construction Company, Inc.
(Name of Principal)
By: Bob Flint
(Must be President, Vice President, or
Duly Authorized Agent)
PRESIDENT
(Title)

Surety Seal

Ohio Farmers Insurance Company
(Name of Surety)
By: Tammy Selbe
Tammy Selbe, Licensed WV Resident Agent 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.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/15/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 4750172 01

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ANDREW K. TEETER, KIMBERLY L. MILES, DOUGLAS P. TAYLOR, GARY R. FREEMAN, KIMBERLY S. BURDETTE, JAIME L. CARPENTER, TAMMY SELBE, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

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

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

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 15th day of SEPTEMBER A.D., 2017.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 15th day of SEPTEMBER A.D., 2017, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D.



Frank A. Carrino Secretary Frank A. Carrino, Secretary

BID BOND PREPARATION INSTRUCTIONS

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

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

Bid Bond

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

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

NOW THEREFORE

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

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

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

Principal Seal _____ (R) _____ (O) _____
(Name of Principal)

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

_____ (T) _____
Title

Surety Seal _____ (U) _____ (V) _____
(Name of Surety)

_____ (W) _____
Attorney-in-Fact

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

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

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, 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 Obligee 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.**

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 §61-5-3) 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: Flint Construction Co., Inc.

Authorized Signature: *Rob Flint*

Date: 05/21/2019

State of West Virginia

County of Braxton, to-wit:

Taken, subscribed, and sworn to before me this 21 day of May, 2019.

My Commission expires March 16, 2020.



NOTARY PUBLIC

John R. Conrad II



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: 572711

Doc Description: Addendum 1 - Training Center Construction

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-04-26	2019-05-15 13:30:00	CRFQ 0314 HST1900000002	2

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

Vendor Name, Address and Telephone Number:

Flint Construction Co., Inc.
 P O Box 146
 Frametown WV 26623-0146
 304-364-5555

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X

FEIN # 55-0728296

DATE 05/21/2019

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

Addendum 1 issued for the following reasons:

1. To extend the vendor question deadline to 05/08/2019, 10:00 a.m.
2. To extend the bid opening to 05/15/2019, 1:30 p.m.
3. To schedule a non-mandatory walk through of the building for Thursday, 05/02/2019, at 1:00 p.m.
4. To modify the specifications Section 4.2 and remove the language related to references, a copy of the modified specifications are attached.
5. To attach a copy of the mandatory pre-bid meeting sign-in sheet.

No other changes

		SHIP TO
ACCOUNTS PAYABLE OFFICE OF MINERS HEALTH SAFETY AND TRAINING 1900 KANAWHA BLVD EAST BLDG. 3 SUITE 600 CHARLESTON WV25305 US		OFFICE OF MINERS HEALTH, SAFETY, AND TRAINING 550 INDUSTRIAL DRIVE OAK HILL WV 25901-0714 US

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

Comm Code	Manufacturer	Specification	Model #
72121008			

Extended Description :

New industrial building and warehouse construction services

Line	Event	Event Date
1	Walk through of bldg. 1:00 p.m.	2019-05-02
2	Question Deadline 10:00 a.m.	2019-05-08

HST1900000002	Document Phase Final	Document Description Addendum 1 - Training Center Construction	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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: 572711

Doc Description: Addendum 1 - Training Center Construction

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-04-26	2019-05-15 13:30:00	CRFQ 0314 HST1900000002	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Flint Construction Co., Inc.
 P O Box 146
 Frametown WV 26623-0146
 304-364-5555

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X

FEIN # 55-0728296

DATE 05/21/2019

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

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No other changes

INVOICE TO:		BILL TO:	
ACCOUNTS PAYABLE OFFICE OF MINERS HEALTH SAFETY AND TRAINING 1900 KANAWHA BLVD EAST BLDG. 3 SUITE 600 CHARLESTON WV25305 US		OFFICE OF MINERS HEALTH, SAFETY, AND TRAINING 550 INDUSTRIAL DRIVE OAK HILL WV 25901-0714 US	

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

Comm Code	Manufacturer	Specification	Model #
72121008			

Extended Description :

New industrial building and warehouse construction services

Line	Event	Event Date
1	Walk through of bldg. 1:00 p.m.	2019-05-02
2	Question Deadline 10:00 a.m.	2019-05-08

SOLICITATION NUMBER: CRFQ HST1900000002

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum 1 issued for the following reasons:

1. To extend the vendor question deadline to 05/08/2019, 10:00 a.m.
2. To extend the bid opening to 05/15/2019, 1:30 p.m.
3. To schedule a non-mandatory walk through of the building for Thursday, 05/02/2019, at 1:00 p.m.
4. To modify the specifications Section 4.2 and remove the language related to references, a copy of the modified specifications are attached.
5. To attach a copy of the mandatory pre-bid meeting sign-in sheet.

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

REQUEST FOR QUOTATION
WV OMHST Safety Training Center, Oakhill, WV

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Miner's Health Safety & Training to establish a contract for renovation of existing pre-engineered building. Alpha Associates, Inc. is serving as the Architect on this project.

Project is within an existing 15,000 sq. ft. pre-engineered metal building.

- Project consists of adding additional offices and conference/training space within one half of the existing building.
- Project is classified as Business Occupancy and Storage Occupancy, with a 2 hour fire separation to be built between the two occupancies.
- New offices consist of new entrance, new toilet room, 4 – 6 offices, and 1 training room.
- Minor work to existing offices, relocation of wall, minor finishing, minor paint, etc.
- New HVAC systems, electrical, and plumbing, etc.
- There are three alternates: generator and 2 parking areas. as more fully described in these specifications and 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 Specification's Manual as defined below.

2.1 **"Construction Services"** means renovation of existing pre-engineered building as more fully described in the Project Manual.

2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.

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

2.4 **"Specifications/Project Manual"** means the American Institute of Architect forms, 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.

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

Revised 10/22/2018

REQUEST FOR QUOTATION
WV OMHST Safety Training Center, Oakhill, WV

- 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 [insert number of projects] projects that involved work similar to 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.
- 4.2.** The qualified Contractor shall have completed a minimum of three (3) projects of new construction of no less than 40,000 square feet of office space including masonry, carpentry, construction of rough wall framing and room finishes, doors, door frames, door hardware, and other related construction operations similar to those required on this project. Experience with fiber cement panel systems.
- 5. 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.
- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Purchase Order.
- 7. PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.

REQUEST FOR QUOTATION
WV OMHST Safety Training Center, Oakhill, WV

Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.

- 8. RETAINAGE:** Agency is entitled to withhold 10% from each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.
- 9. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
- 10. SUBSTANTIAL AND FINAL COMPLETION:** Vendor shall achieve substantial completion by One Hundred and Fifty (150) calendar days and final completion by One Hundred and Eight (180) calendar days after the Contract start date established by the issuance of the Notice to Proceed. Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.
- 11. LIQUIDATED DAMAGES:** Vendor shall pay Liquidated Damages in the amount of \$1,000.00 per calendar day for every calendar day beyond the date for Final Completion, as established by the issuance of the Notice to Proceed, for which Final Completion has not been achieved.
- 12. PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

Alpha Associates, Inc.
209 Prairie Ave.
Morgantown, WV 26501
304-296-8216

Bidders may obtain only complete sets of the plans and specifications of the Bidding Documents at the offices of Alpha Associates, Inc. 209 Prairie Ave., Morgantown, WV 26501, 304-296-8216. A nonrefundable fee of \$65.00 is required. Scanned documents in pdf format are available on CD. Please make checks payable to Alpha Associates, Inc. or to pay with credit card; log on to www.thinkalphafirst.com. If paper copies are preferred, they are available at a cost of \$185.00. Contact Diann Clark at 304-296-8216.

Copies of project plans can be examined at the following locations

Kanawha Valley Builders Association

Revised 10/22/2018

REQUEST FOR QUOTATION
WV OMHST Safety Training Center, Oakhill, WV

1627 Bigley Avenue
Charleston, WV 25302
Phone: 304-342-7141
Fax: 304-343-8014

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

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

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

CMD Group
30 Technology Parkway South
Suite 100
Norcross, GA 30092
770-417-4000
FAX 800-317-0870

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

Dodge Data & Analytics
4300 Beltway Place Suite 180
Arlington, TX 76018
Phone: 413-338-5547
Fax: 609-336-2767

Revised 10/22/2018

REQUEST FOR QUOTATION
WV OMHST Safety Training Center, Oakhill, WV

13. SUBSTITUTIONS: Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.

14. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

14.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

14.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

14.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

14.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

14.5. Vendor shall inform all staff of Agency's security protocol and procedures.

15. MISCELLANEOUS:

15.1. 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: Rob Flint

Telephone Number: (304) 364-5555

Fax Number: (304) 364-5556

Email Address: rob@flintconstructionco.com

REQUEST FOR QUOTATION
WV OMHST Safety Training Center, Oakhill, WV

15.2. Owner's Representative: Owner's representative for notice purposes is

Name: Michelle Harrah

Telephone Number: (304) 469-8100

Fax Number: (304) 469-4059

Email Address: Michelle.L.Harrah@wv.gov

16. Initial Decision Maker: Rebecca Key, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.

SIGN IN SHEET

Request for Proposal No. _____

PLEASE PRINT

Date: _____

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Hurley Construction</u>	_____	PHONE <u>304-442-9427</u>
Rep: <u>Mark Hurley</u>	_____	TOLL FREE
Email Address: <u>markhurley@hurleyconst.com</u>	_____	FAX <u>304-442-9429</u>
Company: <u>Danhill Construction Company</u>	<u>P.O. Box 685</u>	PHONE <u>304-632-1600</u>
Rep: <u>JUSTIN DOZIER</u>	<u>Gauley BRIDGE, WV</u>	TOLL FREE
Email Address: <u>justin-dozier@yahoo.com</u>	<u>25085</u>	FAX <u>304-632-1501</u>
Company: <u>Veritas Contracting LLC</u>	<u>246 Business Park Drive</u>	PHONE <u>304-598-2235</u>
Rep: <u>Tony Sizemore</u>	<u>Fairmont WV 26554</u>	TOLL FREE
Email Address: <u>tony@veritaswv.com</u>	_____	FAX _____
Company: <u>WV PAVING</u>	_____	PHONE <u>304-541-5671</u>
Rep: <u>Curtis Stover</u>	_____	TOLL FREE
Email Address: <u>Curtis.Stover@wvpaving.com</u>	_____	FAX _____
Company: <u>MOUNTAIN STATE ELECTRICAL CONTRACTORS</u>	<u>265 CLEAR RD</u>	PHONE <u>304-841-1829</u>
Rep: <u>JASON TOMARO</u>	<u>BRIDGEPORT WV</u>	TOLL FREE
Email Address: <u>JASOD@MOUNTAINSTATEELECTRICAL.COM</u>	<u>26330</u>	FAX _____

SIGN IN SHEET

Request for Proposal No. _____

PLEASE PRINT

Date: 4/26/2019

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>ALSTEEL CONSTR</u>	<u>1700 RT 3A</u>	PHONE <u>304/345-5800</u>
Rep: _____	<u>HWY 261 WY 15576</u>	TOLL FREE
Email Address: <u>carston@alsteelconstruction.com</u>		FAX _____
Company: <u>BBL Carlton, LLC</u>	<u>600 Kanawha Blvd. East</u>	PHONE <u>304-345-1300</u>
Rep: <u>Austin King</u>	<u>Suite 200</u>	TOLL FREE
Email Address: <u>TSIMMIS@BBLcarlton.com</u>	<u>Charleston, WV 25301</u>	FAX <u>304-345-1304</u>
Company: <u>FLINT Construction Co Inc.</u>	<u>P O Box 146</u>	PHONE <u>304-364-5555</u>
Rep: <u>John Coward</u>	<u>Can Saunty WV 26624</u>	TOLL FREE
Email Address: <u>johns@flintconstructionco.com</u>		FAX <u>304-364-5556</u>
Company: <u>Oval Construction Management LLC</u>	<u>PO Box 401</u>	PHONE <u>304-347-8820</u>
Rep: <u>Malcolm Hamilton</u>	<u>Charleston WV 25322</u>	TOLL FREE <u>cell 304-549-4051</u>
Email Address: <u>jcarney@ovalconstruction.com</u>		FAX <u>304-347-8821</u>
Company: <u>ALSTEEL</u>		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____

SIGN IN SHEET

Page 3 of 3

Request for Proposal No. _____

PLEASE PRINT

Date: 4-26-19

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
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>nwhite@wisemancorp.com; awiseman@wisemancorp.com</u>		FAX <u>304-344-1281</u>
Company: <u>Swope Construction Co.</u>	<u>1325 BlueField Ave</u>	PHONE <u>304-325-8146</u>
Rep: <u>Chad Justice</u>	<u>BlueField, WV 24701</u>	TOLL FREE
Email Address: <u>BID@swopeco.com</u>		FAX <u>304-327-9444</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HST190000002

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Flint Construction Co., Inc.

Company

Rob Smith

Authorized Signature

05/21/2019

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: 572711

Doc Description: Addendum 2 - Training Center Construction

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-05-09	2019-05-15 13:30:00	CRFQ 0314 HST1900000002	3

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

Vendor Name, Address and Telephone Number:

Flint Construction Co., Inc.
 P O Box 146
 Frametown WV 26623-0146

 304-364-5555

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X

FEIN # 55-0728296

DATE 05/21/2019

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

Addendum 2 issued for the following reasons:

1. Corrections/additions to the project manual per the attached documentation.
2. Corrections/additions to the project drawings per the attached documentation.
3. To publish a copy of the Vendor Questions with Responses.

No other changes

		SHIP TO
ACCOUNTS PAYABLE		
OFFICE OF MINERS HEALTH SAFETY AND TRAINING		OFFICE OF MINERS HEALTH, SAFETY, AND TRAINING
1900 KANAWHA BLVD EAST		550 INDUSTRIAL DRIVE
BLDG. 3 SUITE 600		
CHARLESTON	WV25305	OAK HILL
		WV 25901-0714
US		US

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

Comm Code	Manufacturer	Specification	Model #
72121008			

Extended Description :

New industrial building and warehouse construction services

Line	Event	Event Date
1	Walk through of bldg. 1:00 p.m.	2019-05-02
2	Question Deadline 10:00 a.m.	2019-05-08

HST1900000002	Document Phase Final	Document Description Addendum 2 - Training Center Construction	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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: 572711

Doc Description: Addendum 3 - Training Center Construction

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
2019-05-13	2019-05-21 13:30:00	CRFQ 0314 HST1900000002	4

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Flint Construction Co., Inc.
 P O Box 146
 Frametown WV 26623-0146

304-364-5555

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X

FEIN # 55-0728296

DATE 05/15/2019

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

ADDITIONAL INFORMATION:

Addendum 3 issued for the following reason:

1. To modify the bid opening date and time to Tuesday, May 21, 2019, at 1:30 p.m.
2. To include the detailed description of Alternate 4 as referenced in answer # 31 of vendor questions.

No other changes

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE OFFICE OF MINERS HEALTH SAFETY AND TRAINING 1900 KANAWHA BLVD EAST BLDG. 3 SUITE 600 CHARLESTON WV25305 US		OFFICE OF MINERS HEALTH, SAFETY, AND TRAINING 550 INDUSTRIAL DRIVE OAK HILL WV 25901-0714 US	

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

Comm Code	Manufacturer	Specification	Model #
72121008			

Extended Description :

New industrial building and warehouse construction services

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Walk through of bldg. 1:00 p.m.	2019-05-02
2	Question Deadline 10:00 a.m.	2019-05-08

SOLICITATION NUMBER: HST1900000002

Addendum Number: 3

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum 3 issued for the following reason:

1. To modify the bid opening date and time to Tuesday, May 21, 2019, at 1:30 p.m.
2. To include the detailed description of Alternate 4 as referenced in answer # 31 of vendor questions.

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

SECTION 01 2300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.
- C. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 001: **GENERATOR.**

1. **Base Bid:** Provide concrete pad, gas line, conduit rough-in for emergency feeder, conduit rough-ins for block heater and battery charger circuit wiring, conduit rough-in for control conduit from existing ATS as indicated on the electrical plans for future installation of generator by Owner.
 2. **Alternate:** Furnish and install generator as specified in Section 263213 "Engine Generators", including gas line connection, emergency feeder wiring, block heater and battery charger circuit wiring, and control wiring from ATS.
- B. Alternate No. 002: NORTH PARKING LOT**
1. **Base Bid:** New Sidewalk as indicated on Drawing C101-Site Plan – Base Bid and as specified in General Notes: C001
 2. **Alternate:** C102-Site Plan-Add Alternates North Parking Lot and as specified in Section 31 1000 "Site Clearing.", Section 31 2000 "Earth Moving" and WVDOH Specs as listed in Note 2 and three of General Notes Sheet on C001.
- C. Alternate No. 003 : SOUTH PARKING LOT**
1. **Base Bid:** New Sidewalk as indicated on Drawing C101-Site Plan – Base Bid and as specified in General Notes: C001
 2. **Alternate:** C102-Site Plan-Add Alternates South Parking Lot and as specified in Section 31 1000 "Site Clearing.", Section 31 2000 "Earth Moving" and WVDOH Specs as listed in Note 2 and three of General Notes Sheet on C001.
- D. Alternate No. 004 : NORTH PARKING LOT & Right of Way**
1. **Base Bid:** New Sidewalk as indicated on Drawing C101-Site Plan – Base Bid and as specified in General Notes: C001
 2. **Alternate:** C102-Site Plan-Add Alternates North Parking Lot & Right of Way and as specified in Section 31 1000 "Site Clearing.", Section 31 2000 "Earth Moving" and WVDOH Specs as listed in Note 2 and three of General Notes Sheet on C001.

END OF SECTION 01 2300

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HST1900000002

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Flint Construction Co., Inc.

Company

Rob Trent

Authorized Signature

May 21, 2019

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: 572711

Doc Description: Addendum 3 - Training Center Construction

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-05-13	2019-05-21 13:30:00	CRFQ 0314 HST1900000002	4

BID CLERK

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

Vendor Name, Address and Telephone Number:

Flint Construction Co., Inc.
 P O Box 146
 Frametown WV 26623-0146
 304-364-5555

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X

FEIN # 55-0728296

DATE 05/21/2019

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

Addendum 3 issued for the following reason:

1. To modify the bid opening date and time to Tuesday, May 21, 2019, at 1:30 p.m.
2. To include the detailed description of Alternate 4 as referenced in answer # 31 of vendor questions.

No other changes

		SHIP TO
ACCOUNTS PAYABLE		
OFFICE OF MINERS HEALTH SAFETY AND TRAINING		OFFICE OF MINERS HEALTH, SAFETY, AND TRAINING
1900 KANAWHA BLVD EAST		550 INDUSTRIAL DRIVE
BLDG. 3 SUITE 600		
CHARLESTON	WV25305	OAK HILL
		WV 25901-0714
US		US

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

Comm Code	Manufacturer	Specification	Model #
72121008			

Extended Description :

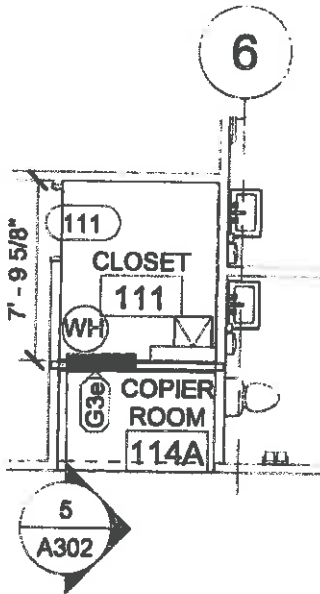
New industrial building and warehouse construction services

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Walk through of bidg. 1:00 p.m.	2019-05-02
2	Question Deadline 10:00 a.m.	2019-05-08

HST190000002	Document Phase Final	Document Description Addendum 3 - Training Center Construction	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



ADDITION OF UTILITY SINK

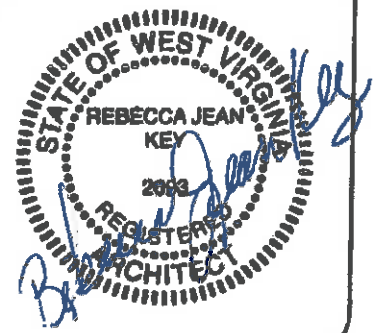
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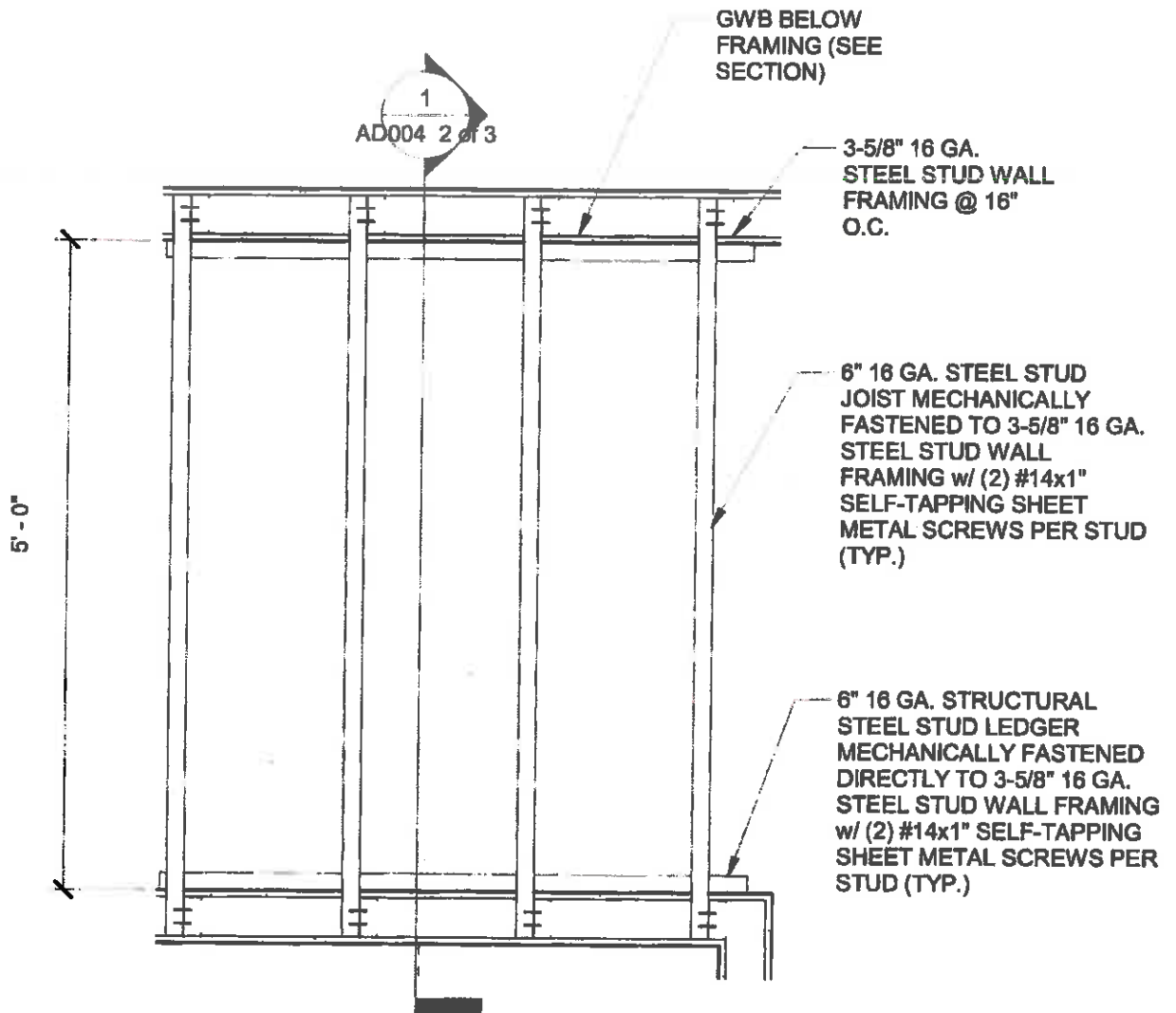


ALPHA ASSOCIATES, INC.
 209 PRAIRIE AVENUE
 MORGANTOWN, WV 26501
 PHONE/FAX 304.296.8216
 TOLL FREE: 800-640-8216
 www.thinkalphafirst.com

ADDENDUM DOCUMENT

ADD002	COPYRIGHT 2019 ALPHA ASSOCIATES, INC. ALL RIGHTS RESERVED	1	No.	
1 of 5	WEST VIRGINIA OMHST	AD002	ITEM	REVISIONS
PROJECT NO: 1810111.00	FOR STATE OF WEST VIRGINIA	05/06/19	DATE	
DATE: 05/06/19	OAK HILL, WEST VIRGINIA			
SHEET REF: A101	ADDITION OF UTILITY SINK			
RFI NO:				





HVAC PLATFORM FRAMING PLAN

SCALE: 3/4" = 1'-0"

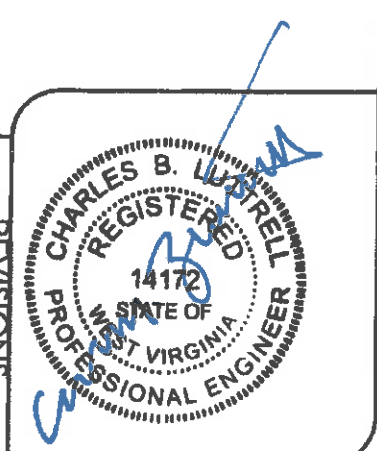


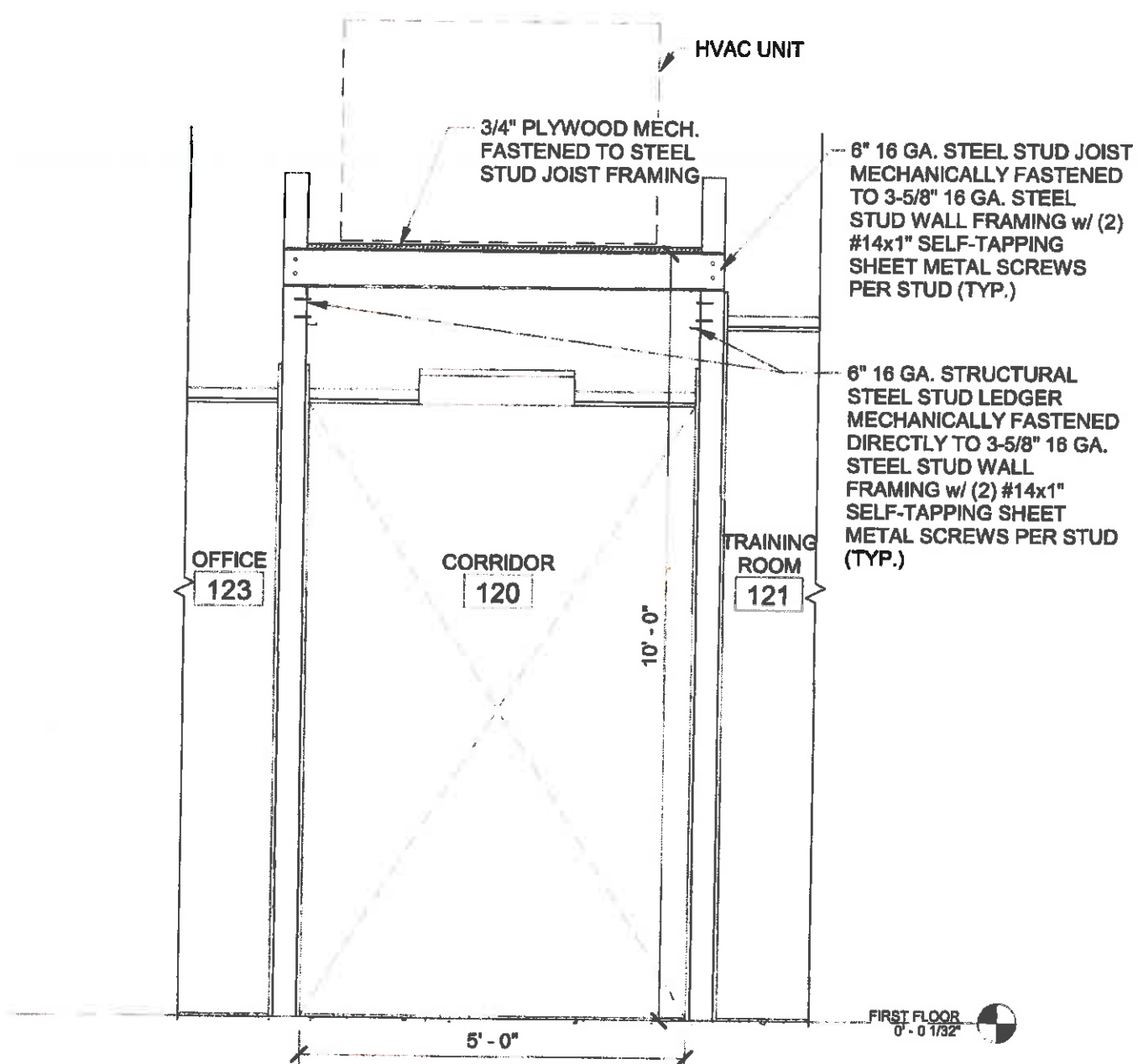
ALPHA ASSOCIATES, INC.
 209 PRAIRIE AVENUE
 MORGANTOWN, WV 26501
 PHONE/FAX 304.296.8216
 TOLL FREE: 800-640-8216
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ADDENDUM DOCUMENT

AD004 1 of 3	COPYRIGHT 2019 ALPHA ASSOCIATES, INC. ALL RIGHTS RESERVED
PROJECT NO: 1810111.00	WEST VIRGINIA OMHST
DATE: 05/08/19	FOR STATE OF WEST VIRGINIA
SHEET REF: A111	OAK HILL, WEST VIRGINIA
RFI NO:	

No.	ITEM	DATE
REVISIONS		





SECTION @ HVAC PLATFORM

SCALE: 1/2" = 1'-0"



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 MORGANTOWN, WV 26501
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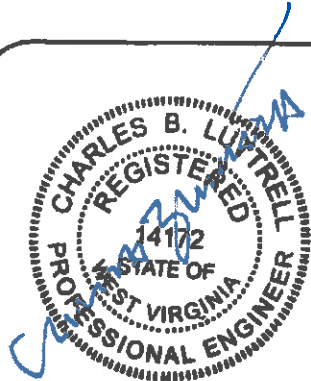
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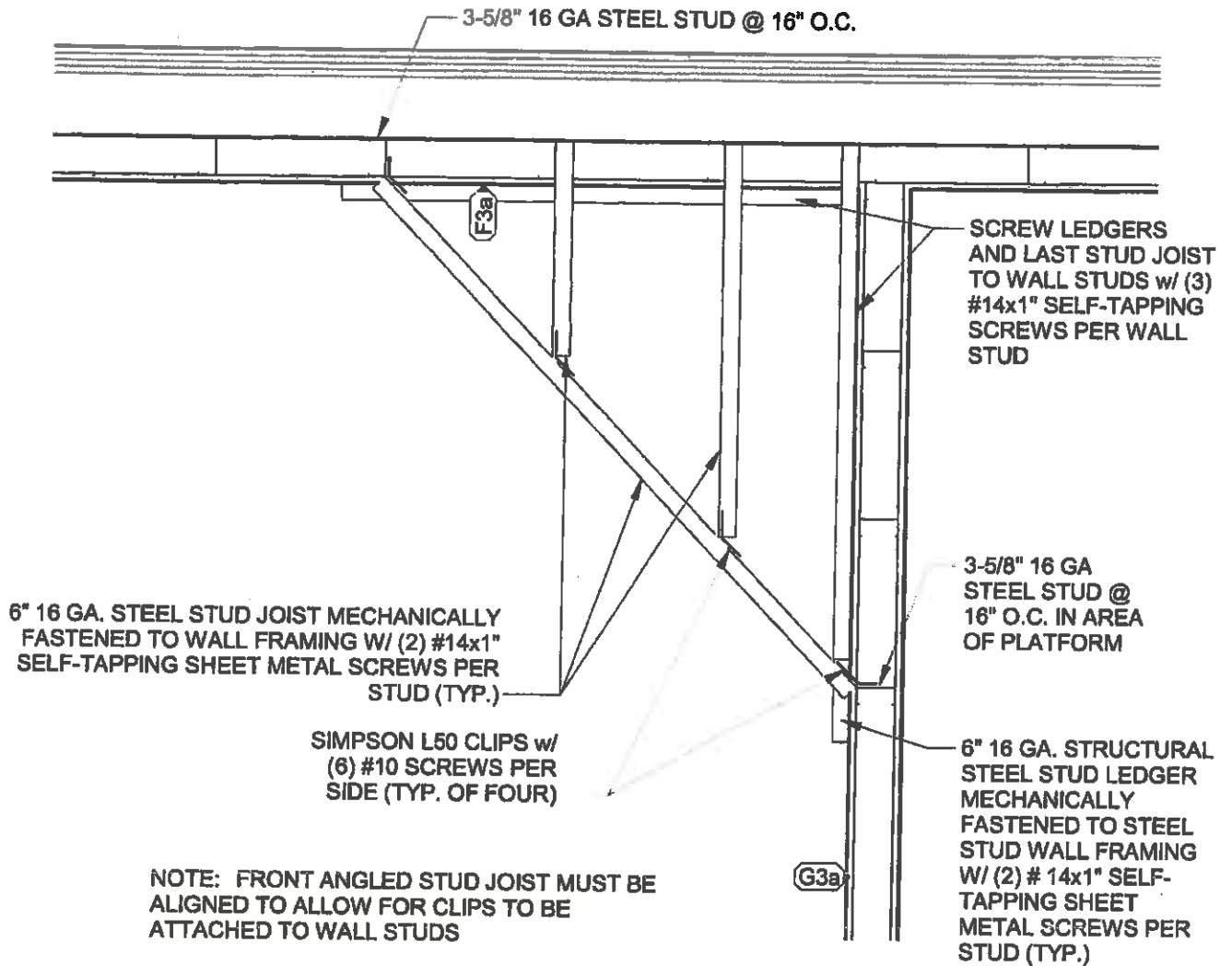
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PROJECT NO:	AD0004
DATE:	05/08/19
SHEET REF:	A111
RFI NO:	

WEST VIRGINIA OMHST
 FOR
STATE OF WEST VIRGINIA
 OAK HILL, WEST VIRGINIA

No.	ITEM	DATE





HVAC PLATFORM FRAMING PLAN @ CORNER

SCALE: 3/4" = 1'-0"



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209 PRAIRIE AVENUE
MORGANTOWN, WV 26501
PHONE/FAX 304.296.8216
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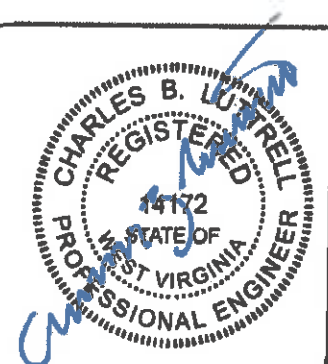
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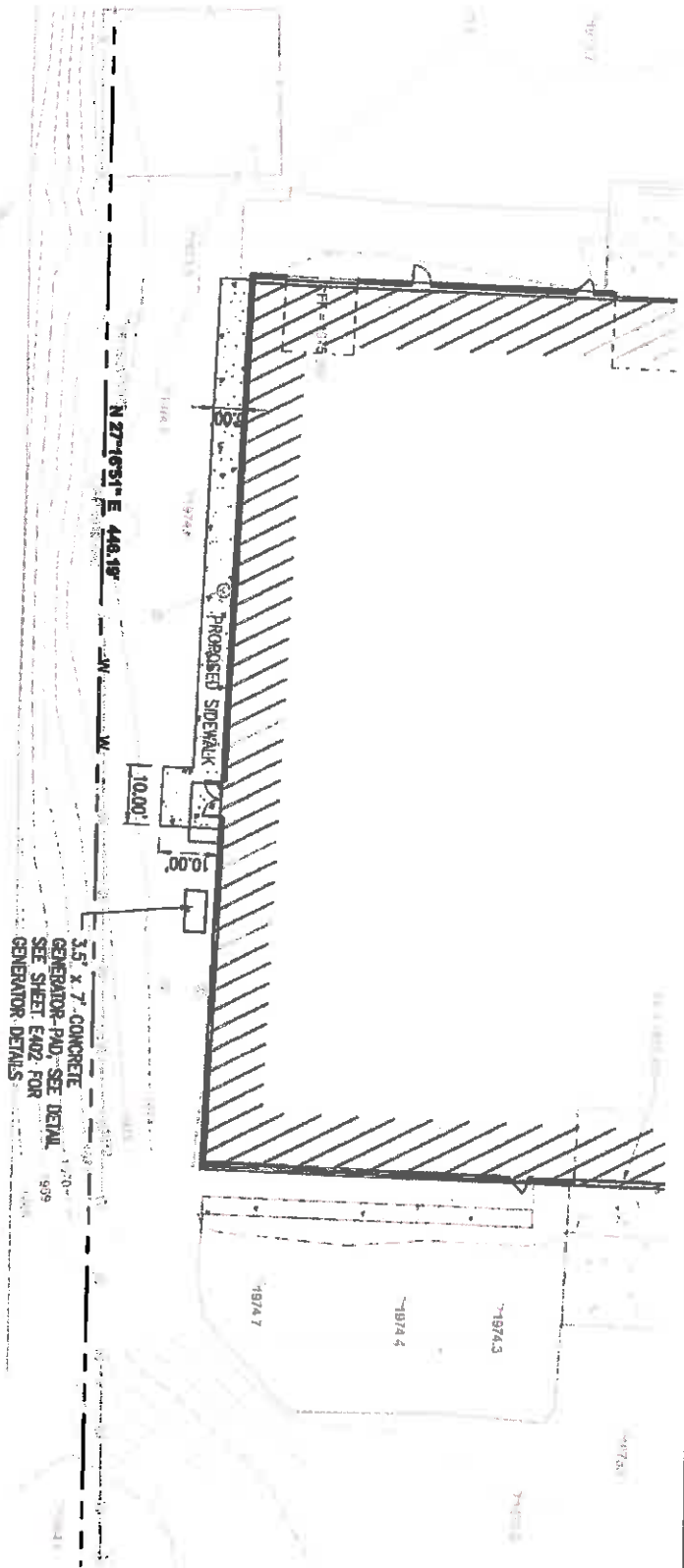
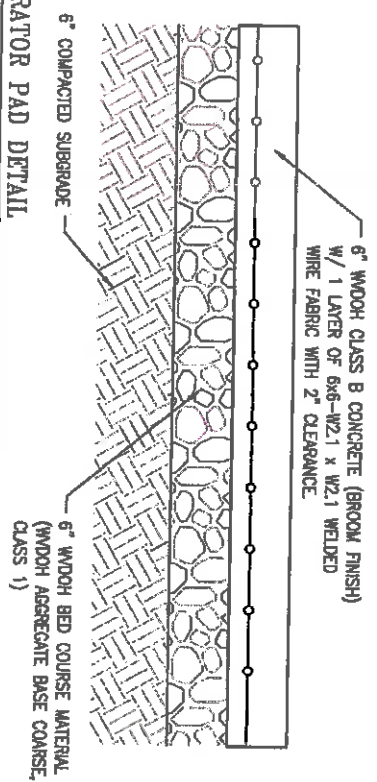
ADD004
3 of 3
PROJECT NO:
1810111.00
DATE:
05/08/19
SHEET REF:
A111
RFI NO:

WEST VIRGINIA OMHST
FOR
STATE OF WEST VIRGINIA
OAK HILL, WEST VIRGINIA

No. ITEM DATE REVISIONS



GENERATOR PAD DETAIL
NO SCALE



SCALE:



ADDENDUM DOCUMENT

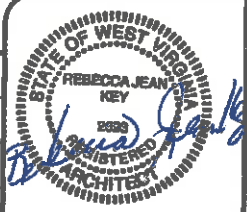


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TOLL FREE: 800-640-8216
www.alphaarchitects.com

REV. BY:	RK
DWG. BY:	LR
DATE:	05/08/2019
PROJECT NAME:	WEST VIRGINIA OMHST

DWG. DESCRIPTION:
GENERATOR PAD LOCATION

DWG. NO.:	A0005
R/I NO.:	
SHEET NO.:	C101
PROJECT NO.:	1810111.DG





CONSTRUCTION AND BIDDING DOCS
 WEST VIRGINIA OMHS
 FOR
 STATE OF WEST VIRGINIA
 OAK HILL, WEST VIRGINIA



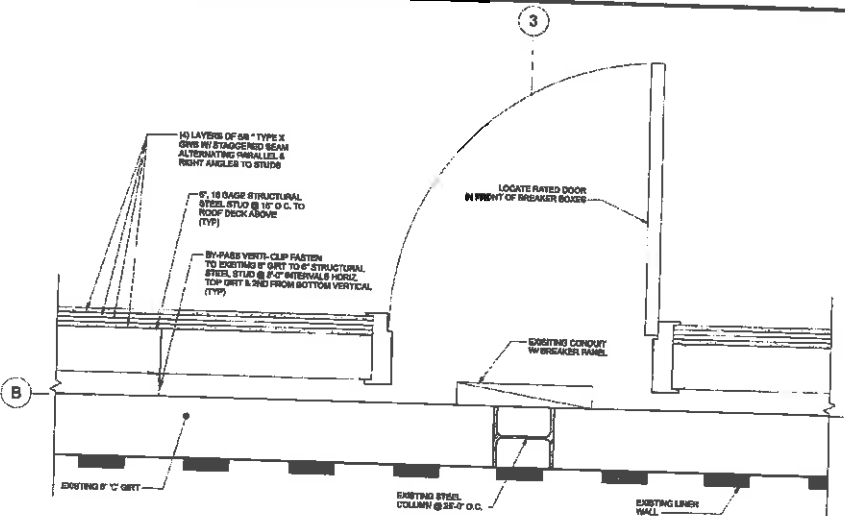
REVISIONS

No.	DATE	DESCRIPTION

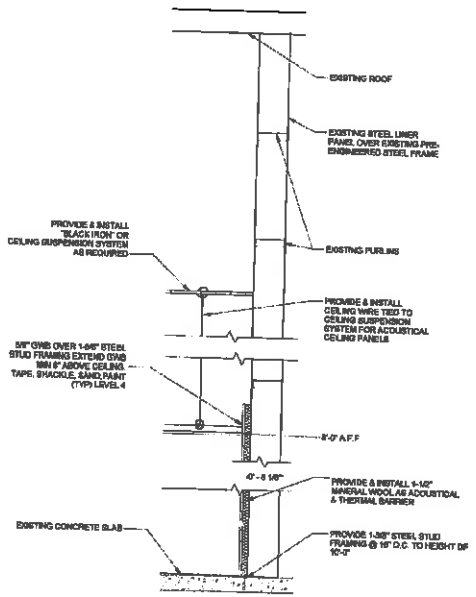
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 DATE: 03/26/2019
 SHEET NO.:

A301

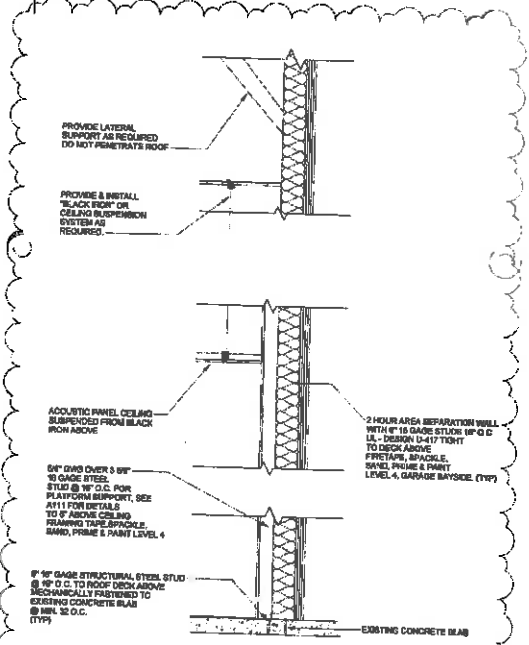
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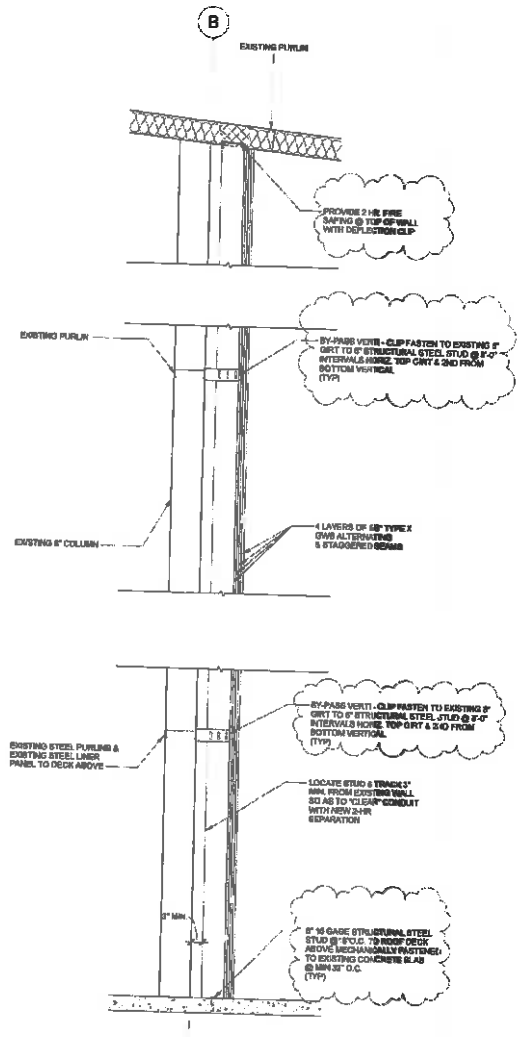
1 ENLARGED DETAIL @ NEW FIRE WALL
 SCALE: 1/4" = 1'-0"



2 SECTION GARAGE BAY
 SCALE: 3/4" = 1'-0"



3 SECTION AT ROOM 131
 SCALE: 3/4" = 1'-0"



4 SECTION AT 2 HR WALL
 SCALE: 3/4" = 1'-0"

WALL SECTIONS

GAS FURNACE SCHEDULE												
MARK	DESCRIPTION	INPUT BTU/H	OUTPUT BTU/H	CFM	FLOW DIRECTION	FAN HP	VOLTAGE	MCA	MOCP	ARUE	MANU.	MODEL
F.1	GAS FURNACE/DX COIL UNIT	110,000	104,500	2000	HORIZONTAL	3/4	115V/1PH	14.6A	20A	90%	TRANE	TU11D128A001A

1. PROVIDE EQUIPMENT DISCONNECTS.
2. REFRIGERANT LINES SHALL BE SIZED PER MANUFACTURER'S RECOMMENDATIONS.
3. INSTALL PVC CONDENSATE DRAIN PIPE FROM EACH COIL TO FLOOR DRAIN.
4. MAINTAIN POSITIVE BUILDING PRESSURIZATION.
5. PROVIDE GALVANIZED OVERFLOW DRAIN PAN UNDER FURNACE'S INSTALLED ABOVE CEILING.

CONDENSING UNIT SCHEDULE										
MARK	DESCRIPTION	REFRIG. BTU/H	VOLTAGE	MCA	MOCP	REFRIGERANT	MOUNTING	MANUFACTURER	MODEL	WEIGHT
CU1	SPLIT SYSTEM COOLING UNIT	80000 BTU	208V/1PH	35A	60A	R410A	CONCRETE PAD	TRANE	4TTR090A10000	220 LBS

1. PROVIDE EQUIPMENT DISCONNECTS.
2. REFRIGERANT LINES SHALL BE SIZED PER MANUFACTURER'S RECOMMENDATIONS. PIPING SHALL BE NO LONGER THAN 100' EQUIVALENT LENGTH.
3. PROVIDE CONDENSATE PUMPS AND PVC PIPE DRAIN FOR EACH INDOOR UNIT.
4. PROVIDE HIGH PRESSURE SWITCH AND LOW PRESSURE SWITCH FOR DIRTY FILTER MONITORING AND REFRIGERANT CHARGE.
5. MINIMUM SEER 13 CONDENSERS.

EXHAUST FAN SCHEDULE													
MARK	MOUNTING	FAN TYPE	AREA SERVED	DUCT CONNECTION	CFM	DRIVE	RPM	VOLTAGE	POWER	CONTROL	MANUFACTURER	MODEL	
EP1	CEILING	CABINET EXHAUST FAN	RESTROOM	11-10" X 10-50"	4'D	75	DIRECT	1550	115V/1PH	48 W	WALL SWITCH	TWIN CITY FAN	T080
EP2	THROUGH WALL	PACKAGED PROPPELLER EXHAUST	GARAGE	14" X 16"	N/A	400	DIRECT	1050	115V/1PH	1.00 HP	WALL SWITCH	OZDENECK	BE1-16-432
EP3	THROUGH WALL	PACKAGED PROPPELLER EXHAUST	GARAGE	14" X 16"	N/A	400	DIRECT	1050	115V/1PH	1.00 HP	WALL SWITCH	OZDENECK	BE1-16-432
EP4	CEILING	CABINET EXHAUST FAN	JANITOR	11-10" X 10-50"	4'D	75	DIRECT	1550	115V/1PH	48 W	WALL SWITCH	TWIN CITY FAN	T080

1. PROVIDE EQUIPMENT DISCONNECTS.
2. PROVIDE VIBRATION ISOLATION. CONNECT EXHAUST DUCTWORK WITH FLEXIBLE CONNECTION.
3. PROVIDE CORRECT TYPE EXHAUST FAN WITH INTEGRAL BACKDRIFT DAMPER.

ELECTRIC FURNACE SCHEDULE												
MARK	DESCRIPTION	CFM	FAN HP	ELEC. HEAT	VOLTAGE	HEATER AMPS	MCA	MOCP	MANU.	MODEL	FLOW DIRECTION	WEIGHT
F.2	AIR HANDLER/COIL UNIT	800	1/3 HP	276 KW	208V/1PH	272A	35A	45A	TRANE	CA4MSD0410M15A	HORIZONTAL SLIP/1/2" SIPS RETURN	135 LBS

1. PROVIDE EQUIPMENT DISCONNECTS.
2. REFRIGERANT LINES SHALL BE SIZED PER MANUFACTURER'S RECOMMENDATIONS.
3. INSTALL PVC CONDENSATE DRAIN PIPE FROM EACH COIL TO FLOOR DRAIN.
4. MAINTAIN POSITIVE BUILDING PRESSURIZATION.

HEAT PUMP UNIT SCHEDULE										
MARK	DESCRIPTION	NOMINAL BTU/H	VOLTAGE	MCA	MOCP	MANU.	MOUNTING	MANUFACTURER	MODEL	WEIGHT
HPT	SPLIT SYSTEM HEAT PUMP	18000 BTU	208V/1PH	13A	20A	8416A	CONCRETE PAD	TRANE	4TW901S0100GA	199 LBS

1. PROVIDE EQUIPMENT DISCONNECTS.
2. REFRIGERANT LINES SHALL BE SIZED PER MANUFACTURER'S RECOMMENDATIONS. PIPING SHALL BE NO LONGER THAN 100' EQUIVALENT LENGTH.
3. PROVIDE REVERSE POWER CYCLE DEFROST.
4. PROVIDE EVAPORATOR DEFROST CONTROL FOR LOWER AMBIENT COOLING OPERATIONAL.
5. PROVIDE CONDENSATE PUMPS AND PVC PIPE DRAIN FOR EACH INDOOR UNIT.
6. PROVIDE HIGH PRESSURE SWITCH AND LOW PRESSURE SWITCH FOR DIRTY FILTER MONITORING AND REFRIGERANT CHARGE.
7. MINIMUM SEER 13 CONDENSERS.

MOTORIZED DAMPER SCHEDULE										
MARK	DESCRIPTION	COUNT	HEIGHT	VOLTAGE						
GD1	MOTORIZED CONTROL DAMPER	1	24"	24"	120V/1PH					
GD2	MOTORIZED CONTROL DAMPER	1	24"	24"	120V/1PH					

GRILLES & DIFFUSERS SCHEDULE										
TYPE MARK	TYPE	MANUFACTURER	SIZE	FINISH	COLOR	NC	THROW			
ND	WALL MOUNTED EXHAUST	REVERSONATIC	808	8"	VERY LIGHT	<90	VERT CAP			
L1	EXTENDED LOUVER	RUBBER	18"X18"	WARRIOR SERIES PLANS	VERY LIGHT WHITE	<90	ADJ. DEFLECTION			
RD1	LAY IN CEILING RETURN	KIRKUEGER	6"X6"	24" X 24"	STANDARD WHITE	<90	ADJUSTABLE CORNER			
RD2	LAY IN CEILING RETURN	KIRKUEGER	6"X6"	24" X 24"	STANDARD WHITE	<90	ADJUSTABLE CORNER			
RD3	LAY IN CEILING RETURN	KIRKUEGER	6"X6"	24" X 24"	STANDARD WHITE	<90	ADJUSTABLE CORNER			
RD4	LAY IN CEILING RETURN	KIRKUEGER	6"X6"	24" X 24"	STANDARD WHITE	<90	ADJUSTABLE CORNER			
RD5	LAY IN CEILING RETURN	KIRKUEGER	6"X6"	24" X 24"	STANDARD WHITE	<90	ADJUSTABLE CORNER			
RD6	LAY IN CEILING RETURN	KIRKUEGER	6"X6"	24" X 24"	STANDARD WHITE	<90	ADJUSTABLE CORNER			
RD7	LAY IN CEILING RETURN	KIRKUEGER	6"X6"	24" X 24"	STANDARD WHITE	<90	ADJUSTABLE CORNER			

1. SEE HVAC FLOOR PLANS FOR INDIVIDUAL AIR CONNECTION SIZES.
2. PROVIDE BACK PAN DUCT ATTACHMENT FOR ALL CONCEALED DUCTED RETURN GRILLES.
3. ROTATE LAY-IN SINGLE DEFLECTION GRILLES TO MINIMIZE VISIBILITY THROUGH GRILLES.
4. INSTALL BUS SCREENS WITH ALL EXTERIOR GRILLES AND LOUVERS.

GENERAL MECHANICAL NOTES

1. ALL WORK MUST COMPLY WITH THE INTERNATIONAL MECHANICAL CODE 2014, INTERNATIONAL FUEL GAS CODE 2014, ASHRAE 91.7, 2014 INTERNATIONAL BUILDING CODE 2014, SMACNA DUCT CONSTRUCTION STANDARDS, SMACNA AIR DUCT LEAKAGE TEST MANUAL, NFPA 96A 2014, WEST VIRGINIA STATE BUILDING CODE TITLE 57, SERIES 11-10, WEST VIRGINIA STATE BUILDING CODE TITLE 57, SERIES 4, AS WELL AS FEDERAL, STATE, CITY, AND MUNICIPAL REGULATIONS.
2. PROVIDE ALL NECESSARY TRANSITIONS AND FITTINGS IN DUCTWORK AND PIPING FOR COMPLETE INSTALLATION. NOT ALL OFFSETS AND FITTINGS ARE SHOWN ON DRAWINGS.
3. PROVIDE ALL TOLERANCES, LABORS, MATERIALS, EQUIPMENT, MECHANICAL, AND SERVICES NECESSARY TO COMPLETE ALL OFFSETS, FITTINGS, ETC AS PART OF THE WORK.
4. WHEN ALL NECESSARY TRANSITIONS AND FITTINGS IN DUCTWORK ARE RESPONSIBLE FOR COORDINATING SPACE REQUIREMENTS, CONDUIT/CORRUGATIONS, CHANGES IN SUPPORT COORDINATION OF OTHER TRADES THAT MAY BE AFFECTED BY THIS USE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE SAME WHEN USING LISTED APPROVED MANUFACTURERS OTHER THAN THE BASIS OF DESIGN.
5. ALL DOCUMENTS AT THE SITE ONE SET OF FIELD RECORD DOCUMENTS, RECORD DOCUMENTS INCLUDE ALL NOTATIONS FROM THE ORIGINAL CONTRACT DOCUMENTS INCLUDING CHANGES DUE TO FIELD COORDINATION, RECORD DOCUMENTS SHALL BE DELIVERED TO THE OWNER AT THE COMPLETION OF THE PROJECT PRIOR TO FINAL PAYMENT.
6. CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF JOB SITE SAFETY, DESIGNER AND ARCHITECT ASSUME NO RESPONSIBILITY OR RISK FOR METHODS USED BY CONTRACTOR FOR INSTALLING WORK DEPICTED ON THIS PLAN.
7. INSTALL ACCESS DOORS AT EQUIPMENT, DUCT, AND PIPING PENETRATIONS. ACCESS PANELS TO ADEQUATELY SERVICE EQUIPMENT, DOORS AND PANELS SHALL HAVE THE SAME FIRE RATING AS THE WALL IN WHICH THEY ARE INSTALLED.
8. INSTALL FIRE RATED PARTITIONS AND ACCESS DOORS AT ALL 4-HOUR OR GREATER FIRE WALLS, FIRE BARRIERS, FIRE PARTITIONS, OR GREATER FIRE WALLS, FIRE BARRIERS, FIRE PARTITIONS, OR GREATER FIRE WALLS. PROVIDE A SMOKE DAMPER AT ALL SMOKE CONTROL ZONES. PROVIDE FIRE RATED PARTITIONS AND ACCESS DOORS AT ALL 4-HOUR OR GREATER FIRE WALLS, FIRE BARRIERS, FIRE PARTITIONS, OR GREATER FIRE WALLS. PROVIDE A SMOKE DAMPER AT ALL SMOKE CONTROL ZONES. PROVIDE FIRE RATED PARTITIONS AND ACCESS DOORS AT ALL 4-HOUR OR GREATER FIRE WALLS, FIRE BARRIERS, FIRE PARTITIONS, OR GREATER FIRE WALLS. PROVIDE A SMOKE DAMPER AT ALL SMOKE CONTROL ZONES.
9. INSTALL ACCESS DOORS AT ALL CONCEALED DUCT ACCESSORS INCLUDING FLEX DAMPERS, SMOKE DAMPERS, COMBINATION DAMPERS, AND SMOKE DAMPERS AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION.
10. MAINTAIN ACCESSIBILITY CLEARANCE REQUIREMENTS.
11. HVAC CONTRACTOR TO PROVIDE AND INSTALL ALL DAMPERS, MOTORS, OPERATORS, AND SMOKE DAMPERS FOR EACH FIRE, SMOKE, OR COMBINATION FIRE & SMOKE DAMPER.
12. APPLY FIRESTOPPING TO PIPING AND DUCTWORK PENETRATIONS OF FIRE-RATED FLOOR, WALL AND CEILING ASSEMBLIES TO MAINTAIN FIRE RESISTANCE RATINGS OF THE ASSEMBLY. MODIFY PIPE AND DUCT PENETRATION AS REQUIRED TO MAINTAIN FIRE RATING.
13. ALL FLEX DUCT MAY NOT EXCEED 5' IN LENGTH. PROPERLY SUPPORT FLEXIBLE DUCT PER SMACNA DUCT CONSTRUCTION STANDARDS.
14. ALL SUPPLY, RETURN EXHAUST, AND MAKEUP AIR DIFFUSER GRILLES SHALL BE SIZED ACCORDING TO DISCHARGE PATTERN, BALANCING DAMPER LOCATIONS ABOVE CEILING AND SHALL PROVIDE ALL CONNECTION SERVICES REQUIRED TO COORDINATE TRUSS MANUFACTURER AND PROVIDE.
15. ALL MATERIALS INSTALLED IN ABOVE CEILING PLUMBING MUST BE PERMANENTLY ADHERED TO LOCAL BUILDING CODES.
16. CONCRETE DRAIN PIPE MATERIALS SHALL BE COPED OR PVC PIPE WHERE THE DRAIN PIPES FROM MORE THAN ONE DRAINAGE. THE PIPE ON TURNING FOR CONDENSATE UNIT AIR HANDLERS TOGETHER SHALL BE INSTALLED IN ACCORDANCE WITH AN APPROVED METHOD. ALL HORIZONTAL SECTIONS OF DRAIN PIPES SHALL BE INSTALLED IN UNIFORM ALIGNMENT AT A UNIFORM SLOPE.
17. ALL DUCT INSULATION AND LININGS, INCLUDING VAPOR BARRIERS AND COATINGS, MUST HAVE A FLAME SPREAD RATING NOT GREATER THAN 25 WITH EVIDENCE OF CONTINUED PROGRESSIVE COMBUSTION AND A SMOKE DEVELOPED RATING NO HIGHER THAN 50.
18. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL DIMENSIONS, PLAN SCALE, AND SITE CONDITIONS BEFORE BIDDING AND DURING CONSTRUCTION.

GENERAL MECHANICAL NOTES

19. THERMOSTATS MAY NOT BE INSTALLED ON EXTERIOR WALLS. THERMOSTATS MUST BE INSTALLED TO OBTAIN ACCURATE SAMPLING OF ROOM AIR. OTHERS, PROVIDE AND INSTALL THERMOSTATS TO BE INSTALLED TO DIRECTLY CENTRAL AIR THERMOSTATS.
20. LOCATE THERMOSTATS TO MINIMIZE DIRECT TRANSFER DISTURBANCES THAT CAN CAUSE INACCURATE TEMPERATURE READINGS. DISTURBANCES INCLUDE BUT ARE NOT LIMITED TO HEAT GENERATING EQUIPMENT, DIRECT SUNLIGHT, EXPOSURE TO UNWASHED COOLING OR HEATING AIR/STRAIGHT AIRFLOW, FURNITURE OBSTRUCTIONS, AND TASK LIGHTING.
21. PROGRAM THERMOSTATS AND EQUIPMENT OPERATION TO SATISFY OWNER OCCUPANCY SCHEDULES, MINIMUM/MAINTAIN REQUIRED VENTILATION AND HUMIDITY CONTROL PRACTICES.
22. INCREASE DUCT SIZES GRADUALLY. NOT EXCEEDING 15 DEGREES INCREASES WHENEVER POSSIBLE. MAXIMUM 20 DEGREES INCREASES UPSTREAM OF EQUIPMENT AND 45 DEGREES DOWNSTREAM OF EQUIPMENT.
23. DUCTWORK SIZES INDICATE CLEAR AIRFLOW DIMENSIONS INSIDE THE INSULATION. ADJUST ACTUAL SHEET METAL DIMENSIONS ACCORDINGLY. SHAPE AND LOCATION OF DUCTS MAY BE CHANGED TO SUIT BUILDING CONDITIONS WHILE MAINTAINING CROSS-SECTIONAL AREA AND EQUIVALENT PERFORMANCE.
24. PROVIDE CODES REQUIRED TYPED VENTILATION AIR AS REQUIRED BY INTERNATIONAL MECHANICAL CODE 2014.
25. PROVIDE CONTROL VENTILATION AIR DURING OCCUPANCY.
26. LIQUID AND GAS REFRIGERATION PIPING IS REPRESENTED BY A SINGLE ISOMETRIC LINE ON MECHANICAL DRAWINGS.
27. PROVIDE VIBRATION ISOLATION AT LOCATIONS WHERE HORIZONTAL OR VERTICAL DUCTS PENETRATE EXISTING ROOF STRUCTURES.
28. PROVIDE CODES REQUIRED TESTING AND BALANCING SERVICES ON AIR AND WATER SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TESTING AND CERTIFICATION. TESTING PROCEDURES MUST FOLLOW TAB CERTIFICATION.
29. CONTRACTOR PROVIDE FINAL TAB REPORT. CONTRACTOR TO CORRECT DEFICIENCIES DISCOVERED DURING TESTING AND BALANCING PROCEDURES.
30. INSTALL ALL MECHANICAL EQUIPMENT LEVEL.
31. PROVIDE ISOLATION VALVES AT ALL PIPING CONNECTIONS TO EQUIPMENT.
32. EQUIPMENT SHALL BE FREE OF DUST AND DEBRIS PRIOR TO TURNING OVER TO OWNER. REPAIR DAMAGED TESTING EQUIPMENT AND UPDATE MAINTENANCE LOGS.
33. PATCH AND SEAL EXISTING DUCT WITH OVERSIZED EXCESSIVE LEAKAGE. SEAL AND SECURE ALL EXISTING DUCT TAPS.
34. PROVIDE RETURN AIR TRANSFER GRILLES ABOVE CEILING AT ALL LOCATIONS WHERE PARTITION WALLS GO TO DECK. GRILLES SHALL BE SIZED ACCORDING TO DISCHARGE PATTERN THROUGH THE SPACE. PROVIDE LINED AIR TRANSFER PIPES FOR SOUND ATTENUATION ABOVE PARTITION WALLS.
35. FOLLOW MANUFACTURER'S RECOMMENDED LOUVER INSTALLATION DETAILS REQUIREMENTS UNLESS NOTED OTHERWISE BY ARCHITECT.
36. EQUIPMENT START UP TESTING, AND BALANCING OF ANY EQUIPMENT SHALL BE THE RESPONSIBILITY OF THE PURCHASER UNLESS OTHERWISE NOTED.
37. REVIEW DUCT AND PIPE SIZE REQUIREMENTS INDICATED ON PLANS AND PROVIDE DESIGN CRITERIA TO STRUCTURAL TRUSS MANUFACTURER TO COORDINATE W/RS OPENING AND CLEARANCE REQUIREMENTS. GENERAL CONTRACTOR, PLUMBING CONTRACTOR, AND MECHANICAL CONTRACTOR SHALL PROVIDE ALL CONNECTION SERVICES REQUIRED TO COORDINATE TRUSS MANUFACTURER AND PROVIDE.
38. AIR INTAKE FOR USE IN AIR-CONDITIONING SYSTEMS SHALL COMPLY WITH THE REQUIREMENTS OF ANSACI 90.1 STANDARD FOR AIR INTAKE LIMITS.
39. ALL DUCT INSULATION AND LINING, INCLUDING VAPOR BARRIERS AND COATINGS, SHALL HAVE A FLAME SPREAD RATING OF 30 OR LESS WITHOUT THE EVIDENCE OF CONTINUED PROGRESSIVE COMBUSTION AND A SMOKE DEVELOPED INDEX NO HIGHER THAN 50. STANDARD TEST METHOD FOR SURFACE BURNING CHARACTERISTICS OF BUILDING MATERIALS OR ANSACI 702. STANDARD TEST FOR SURFACE BURNING CHARACTERISTICS OF BUILDING MATERIALS.



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CONSTRUCTION AND BIDDING DOCS
WEST VIRGINIA OMBST
FOR
STATE OF WEST VIRGINIA
OAK HILL, WEST VIRGINIA

ABBV	SYMBOL	DESCRIPTION
RG	[Symbol]	RETURN GRILLE
SD	[Symbol]	SUPPLY DIFFUSER
EG	[Symbol]	EXHAUST GRILLE
EF	[Symbol]	CEILING MOUNTED EXHAUST FAN
EP	[Symbol]	PACKAGED WALL MOUNTED EXHAUST FAN
T	[Symbol]	7-DAY PROGRAMMABLE THERMOSTAT
SD	[Symbol]	STRAIGHT DUCT
FD	[Symbol]	FLEXIBLE DUCT
ME	[Symbol]	MITERED ELBOW
RE	[Symbol]	RADIUS ELBOW
TD	[Symbol]	DUCT TRANSITION
AD	[Symbol]	ROUND ACCESS DOOR
AD	[Symbol]	SQUARE ACCESS DOOR
L	[Symbol]	AIR LOUVER
RF	[Symbol]	REFRIGERATION LINE
VENT	[Symbol]	FURNACE CONCENTRIC EXHAUST VENT



KEYPLAN

DUCTWORK SCHEDULE										
TYPE	DUCT MATERIAL	LINER	INSULATION	NOTES						
SUPPLY DUCT RECTANGULAR	MIN 26 GA GALVANIZED DUCT	NONE	2" FIBERGLASS W/ FSK WRAP (R-6)	MIN 24 GA GREATER THAN 24" WIDTH						
SUPPLY DUCT ROUND	MIN 26 GA GALVANIZED DUCT	NONE	2" FIBERGLASS W/ FSK WRAP (R-6)							
RETURN TO DIFFUSERS	MIN 26 GA GALVANIZED DUCT / FLEX DUCT	NONE	2" FIBERGLASS W/ FSK WRAP (R-6)	FLEX ROUND MAXIMUM 3' LENGTH						
EXHAUST	MIN 26 GA GALVANIZED DUCT / FLEX DUCT	NONE	2" FIBERGLASS W/ FSK WRAP (R-6)	FLEX ROUND MAXIMUM 3' LENGTH						
RETURN	MIN 26 GA GALVANIZED DUCT	YES	2" FIBERGLASS W/ FSK WRAP (R-6)	*INSTALL 1" THICK ADJUSTABLE DUCT LINER ON RETURN BUDS TO PROMOTE DUCT OPENING. DUCT SIZES INDICATED ARE NET FLOOR AREA. MIN 24 GA GREATER THAN 24" WIDTH						
VENTILATION AND MAKEUP AIR	36 GA GALVANIZED DUCT	NONE	2" FIBERGLASS W/ FSK WRAP							

1. REFER TO SMACNA DUCT CONSTRUCTION STANDARDS FOR ACCEPTABLE DUCT ASSEMBLIES, DUCT GAGE THICKNESS, AND IDENTIFIED DUCT DIMENSIONS TO PROVIDE ADEQUATE DUCT ASSEMBLY PER SMACNA DUCT CONSTRUCTION STANDARDS.
2. ALL DRAWING DUCT DIMENSIONS DEFINE THE NET FLOOR AREA. ACTUAL DUCT SIZES SHALL BE LARGER TO ACCOMMODATE DUCT LINER AND INSULATION THICKNESS WILL BE ADDED TO DUCT DIMENSIONS SHOWN.
3. PROVIDE ROUND ELBOWS WHENEVER POSSIBLE. WHERE SPACE DOES NOT PERMIT ROUND ELBOWS, USE MITERED ELBOWS WITH DUCT LOCATED IN CONDITIONED SPACE WITH TEMPERATURE DIFFERENCES LESS THAN 10 DEGREES BETWEEN THE AMBIENT AIR TEMPERATURE AND THE AVERAGE AIR TEMPERATURE INSIDE THE DUCT DUCT NOT REQUIRING INSULATION.
4. DUCTWORK SHALL HAVE 2" INS PRESSURE CLASS FOR LOW PRESSURE SUPPLY DUCT AND ALL RETURN AIR DUCTWORK.
5. PROVIDE DUCT TRANSITION WITH 15 DEGREE CLASS FOR LOW PRESSURE SUPPLY DUCT AND ALL RETURN AIR DUCTWORK.
6. PROVIDE ROUND ELBOWS WHENEVER POSSIBLE. WHERE SPACE DOES NOT PERMIT ROUND ELBOWS, USE MITERED ELBOWS WITH DUCT LOCATED IN CONDITIONED SPACE WITH TEMPERATURE DIFFERENCES LESS THAN 10 DEGREES BETWEEN THE AMBIENT AIR TEMPERATURE AND THE AVERAGE AIR TEMPERATURE INSIDE THE DUCT DUCT NOT REQUIRING INSULATION.
7. DUCT SEALING REQUIREMENTS SHALL BE SEAL CLASS C FOR 2" W/ STATIC PRESSURE CONSTRUCTION CLASS. SEAL REQUIREMENTS SHALL BE SEAL CLASS B FOR 2" W/ STATIC PRESSURE CONSTRUCTION CLASS.

REVISIONS			
NO.	YEAR	DATE	DESCRIPTION

PROJ. NO. 1810111.00
DATE: 03/20/2019
SHEET NO. 1



MECHANICAL SCHEDULES, SYMBOLS, & NOTES

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PLUMBING SYMBOL LEGEND		
ABBR.	SYMBOL	DESCRIPTION
CW		DOMESTIC COLD WATER PIPING
HW		DOMESTIC HOT WATER PIPING
SW		SANITARY PIPING
V		VENT PIPING
GAS		GAS PIPING
WCO		WALL CLEANOUT
CO		FLOOR CLEANOUT
FD		FLOOR DRAIN
		ELBOW UP
		ELBOW DOWN
		BACKFLOW PREVENTER
		BALL VALVE
		CHECK VALVE

ELECTRIC WATER HEATER SCHEDULE							
MARK	CAPACITY	WATTAGE	CONN.	VOLTAGE	MANUF.	MODEL	TYPE
WH1	30 GAL.	1300 W	3/4" NPT	208V/1PH	A.O. SMITH	ENT30	VERTICAL TANK

1. PROVIDE UNIT MOUNTED DISCONNECT.
2. PROVIDE MINIMUM 1" HOT WATER TO HAND WASHING FIXTURES AND 1/2" HOT WATER TO FOOD SERVICE FIXTURES USED FOR OTHER THAN HAND WASHING.
3. WATER TEMPERATURE LIMITING DEVICES TO HAND WASHING FIXTURES SHALL CONFORM TO ASSE 1070.
4. PROVIDE ANTIKICK EXH. EXPANSION TANK.
5. INSTALL HOT WATER CIRCULATION PUMP WHERE THE DEVELOPED HOT WATER PIPING LENGTH IS GREATER THAN 50 FEET.
6. PROVIDE DRAIN PAN FOR WATER HEATERS INSTALLED ABOVE CEILING OR IN AREAS THAT WOULD CAUSE DAMAGE DUE TO LEAKING.
7. INSTALL SHUT OFF VALVES, CHECK VALVE, AND RELIEF VALVES AS REQUIRED AT EACH WATER SUPPLY POINT IN PLUMBING.
8. PROVIDE DRAIN PAN FOR WATER HEATERS INSTALLED ABOVE CEILING OR IN AREAS THAT WOULD CAUSE DAMAGE DUE TO LEAKING.

PIPING SCHEDULE				
TYPE	PIPE SIZE	MATERIAL	INSULATION	NOTES
COLD WATER SUPPLY PIPE ABV GND	< 2 1/2"	COPPER TYPE L	YES - SEE SCHEDULE	
COLD WATER SUPPLY PIPE BLW GND	< 2 1/2"	COPPER TYPE K	NO	INSIDE BUILDING PERIMETER ONLY
HOT WATER SUPPLY PIPE ABV GND	< 2 1/2"	COPPER TYPE L	YES - SEE SCHEDULE	
SANITARY ABV GROUND	ALL SIZES	SCH 40 PVC	NO	
SANITARY BLW GROUND	ALL SIZES	SCH 40 PVC	NO	
SANITARY VENT	ALL SIZES	SCH 40 PVC	NO	
GAS PIPING ABV GROUND	< 3"	SCH 40 CARBON STEEL PIPE	NO	COMPLY WITH ASME B36.18 10M; ASTM A53; OR ASTM A 106
CONDENSATE PIPING	ALL SIZES	SCH 40 PVC	NO	

1. UNDERGROUND SUPPLY PIPE INSTALLED 2'-0" MINIMUM BELOW GRADE SHALL NOT REQUIRE INSULATION.
2. PLUMBING PIPING SCHEDULE COVERS ONLY PLUMBING PIPING LOCATED INSIDE THE BUILDING SHELL, AND DOES NOT APPLY TO SITE UTILITIES.

PIPING INSULATION SCHEDULE			
TYPE	PIPE SIZE	INSULATION TYPE	INSULATION THICKNESS
HOT WATER SUPPLY PIPE	ALL SIZES	FLEXIBLE ELASTOMERIC	1"
COLD WATER SUPPLY PIPE	< 1"	FLEXIBLE ELASTOMERIC	1/2"
	> 1" - 1 1/2"	FLEXIBLE ELASTOMERIC	1"

1. REFER TO CODES AND PROJECT SPECIFICATIONS FOR ADDITIONAL PIPE TYPES NOT INDICATED IN THE ABOVE TABLE.
2. PLUMBING INSULATION SCHEDULE COVERS ONLY PLUMBING PIPING LOCATED INSIDE THE BUILDING SHELL, AND DOES NOT APPLY TO SITE UTILITIES.
3. PIPE INSULATION SHALL MEET SMOKE AND FLAME SPREAD REQUIREMENTS FOR PLUMBING INSTALLATION.
4. FIELD APPLY PROTECTIVE PIPE JACKET TO ALL EXPOSED SANITARY DRAINS, P-TRAPS, HOT, AND COLD WATER SUPPLIES, AND STOPS AT ALL ADA PLUMBING FIXTURES. LAVATORY JACKET BASES OF DESIGN SHALL BE TRIMMED LAV GUARD Z.
5. PROVIDE INSULATION AND FREEZE PROTECTION FOR PIPING EXPOSED AMBIENT TEMPERATURE SUBJECT TO FREEZING.

GENERAL PLUMBING NOTES

1. ALL WORK MUST COMPLY WITH THE INTERNATIONAL PLUMBING CODE 2014, INTERNATIONAL FUEL GAS CODE 2014, INTERNATIONAL ELECTRICAL CODE 2014, ASHRAE 90.1-2009, WEST VIRGINIA STATE FIRE CODE TITLE 87 SERIES 1 FIELDS, WEST VIRGINIA STATE BUILDING CODE TITLE 87 SERIES 4 FIELDS 2014, AS WELL AS FEDERAL, STATE, CITY, AND MUNICIPAL REGULATIONS.
2. PROVIDE SLEEVE AND SEAL AT ALL WALL, CEILING, ROOF, AND FLOOR PENETRATIONS. ALL INSTALLATIONS SHALL SATISFY CURRENTLY ADOPTED NFPA CODES.
3. DO NOT INSTALL PLUMBING OR MECHANICAL PIPING ABOVE ELECTRICAL PANELS.
4. INSTALL ACCESS DOORS AND/OR PANELS AT SERVICE LOCATIONS. GFR PANELS TO ADJACENTLY SERVICE EQUIPMENT. DOORS AND PANELS MUST HAVE THE SAME FIRE RATING AS THE WALL IN WHICH THEY ARE INSTALLED.
5. INSTALL SHUT OFF VALVES AT EACH FIXTURE. INSTALL BALL VALVES AT ALL BRANCHES SERVING TWO OR MORE PIECES OF EQUIPMENT. LOCATE BALL VALVES FOR EASE OF ACCESS AND FULL RANGE OF OPERATIONAL.
6. PROVIDE AIR VENTS AT HIGH POINTS AND DRAINS AT LOW POINTS IN PLUMBING MAINS.
7. TEST FOR LEAKS IN PIPING AND CORRECT DEFICIENCIES.
8. EXTEND ALL BELOW GRADE CLEANOUTS ON SANITARY LINES TO FINISHED FLOOR LEVEL.
9. SLOPE ALL INTERIOR SANITARY PIPING, 4" AND LARGER 1/4" PER FOOT, AND 1/2" PER FOOT INTERIOR SANITARY PIPING, 2" AND SMALLER 1/4" PER FOOT UNL.
10. REFER TO APPLICABLE CODES FOR ACCEPTABLE DRAINAGE SYSTEM FITTINGS.
11. CONTRACTOR TO FINISH ALL LINES, SUBMITS, AND FITTINGS NOT SHOWN ON DRAWINGS BUT ARE REQUIRED FOR INSTALLATION.
12. PROVIDE ALL SUPERVISION, LABOR, MATERIALS, EQUIPMENT, MAINT., AND SERVICES NECESSARY TO COMPLETE ALL PLUMBING SYSTEMS.
13. CONTRACTOR TO OBTAIN BUILDING PERMIT AND ARRANGE ALL REQUIRED INSPECTIONS WITH THE APPROPRIATE REGULATORY AGENCY. CONTRACTOR MAINTAINS RESPONSIBILITY FOR COMPLIANCE WITH ALL CODES ON STANDARDS WHICH APPLY TO WORK.
14. CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF JOB SITE SAFETY, ENGINEER AND ARCHITECT ASSUME NO RESPONSIBILITY OR RISK FOR METHODS USED BY CONTRACTOR FOR INSTALLING WORK DEPICTED ON THIS PLAN.
15. WHEN ALTERNATE OR SUBSTITUTED EQUIPMENT IS USED, CONTRACTOR IS RESPONSIBLE FOR COORDINATING SPACE REQUIREMENTS, CONSPIRATIONS, CHANGES IN SUPPORTS OR STRUCTURAL MEMBERS, ELECTRICAL REQUIREMENTS, AND COORDINATION OF OTHER TRADES THAT MAY BE AFFECTED BY THEIR USE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE SAME WHEN USING MANUFACTURERS OTHER THAN THE BASIS OF DESIGN.

PLUMBING FIXTURE SCHEDULE							
MARK	TYPE	FINISHES	MANUF.	MODEL	WATER	WASTE	VENT
L1	LAVATORY	4" CENTER SET WALL MOUNTED	AMERICAN STANDARD	LUCCENTE 063	-	1 1/2"	1 1/2"
F1	LAV FAUCET	4" CENTER SET METAL PULL UP DRINK	AMERICAN STANDARD	COLORNY SOFT 202500	1/2" H/C	-	-
CC	CLEAN OUT	NICKEL BRONZE COVER W/ PVC BODY	SIOUX GRIP	834	-	-	MATCH PIPE
WP	WATER CLOSET	FLOOR MOUNTED BOWL W/ SEAT	AMERICAN STANDARD	CHAMBERLAIN 4	1/2" H/C	-	-
S1	LAUNDRY SINK	PLUMB TAIN, 10" DEPTH, 18" WIDE	STANWORTH	PT1003	-	-	1 1/2"
F2	LAUNDRY FAUCET	BUMPER GUARD, MOP HANGER PAL & WALL HOOK	GELCON	GP1000	MANU	-	-

1. FINISH MANUFACTURER'S RECOMMENDED WALL CAPS FOR ALL WALL MOUNTING FIXTURES.
2. FIELD APPLY PVC SLEEVE COVERS TO ALL EXPOSED SANITARY DRAINS, P-TRAPS, HOT, AND COLD WATER SUPPLIES, AND STOPS AT ALL ADA PLUMBING FIXTURES.
3. ADA FIXTURES SHALL COMPLY WITH 2008 EDITION OF ADA AND 11/11/2009.
4. TEMPERATURE LIMITING DEVICES SHALL BE INSTALLED AT EACH HANDWASHING FIXTURE TO MAINTAIN TEMPERATURE BETWEEN 110-115 DEGREES F. WATER TEMPERATURE LIMITING DEVICES TO HANDWASHING FIXTURES SHALL CONFORM TO ASSE 1070.

GENERAL PLUMBING NOTES

18. MAINTAIN AT THE SITE ONE SET OF RECORD DOCUMENTS. RECORD DOCUMENTS INCLUDE ALL ORIGINAL CONTRACT DOCUMENTS INCLUDING CHANGES DUE TO FIELD CONDITIONS AND ALL CHANGES NOT INCLUDED IN THE CONTRACT DOCUMENTS. THIS SET OF RECORD DOCUMENTS SHALL BE DELIVERED TO THE OWNER AT THE COMPLETION OF THE PROJECT PRIOR TO FINAL PAYMENT.
17. HOT AND COLD WATER SUPPLY DISTRIBUTION PIPE TO BE INSULATED WITH CLOSED CELL POLYURETHANE INSULATION WITH THERMAL CONDUCTIVITY OF .025 OR BETTER. PERMANENT PLUMBING SHALL BE RATED AS R-8, R-10, AND SERVICE TEMPERATURE RANGE OF -20°F TO 210°F.
18. PROVIDE SHUT OFF VALVES AT ALL HOT WATER SUPPLY AND HOT WATER RETURN PIPING CONNECTIONS TO EQUIPMENT.
19. INSTALL ACCESSIBLE SHUT OFF VALVE AT EACH GAS FUEL EQUIPMENT CONNECTION.
20. EXTEND AND CONNECT THE GAS PIPING WITH SHUT OFF VALVES AND SHUT LED TO EACH INDIVIDUAL GAS FUEL EQUIPMENT. COORDINATE HVAC EQUIPMENT CONNECTION LOCATIONS WITH HVAC CONTRACTOR.
21. APPLY FIRE STOPPING TO PIPING AND DUCTWORK PENETRATIONS OF FIRE-RATED FLOOR, WALL, AND CEILING ASSEMBLIES TO ACHIEVE FIRE RESISTANCE RATING OF THE ASSEMBLY.
22. INSTALL DRAIN UNDER ALL WATER HEATERS AND PROVIDE CONNECTION TO OUTSIDE DRAIN.
23. PIPE BACKFLOW PREVENTERS AND WATER TANK RELIEF VALVES TO FLOOR DRAIN.
24. PLUMBING INSTALLATIONS IN PLENUM SPACE MUST BE PLUMBING RATED ACCORDING TO LOCAL BUILDING CODES.
25. PIPING IN EXTERIOR WALLS AND CEILING MUST BE INSTALLED INSIDE OF THE BUILDING INSULATION.
26. ALL EXPOSED PIPING MUST BE COPPER UNLESS NOTED OTHERWISE.
27. EQUIPMENT START UP TESTING, AND BALANCING OF ANY EQUIPMENT SHALL BE THE RESPONSIBILITY OF THE PURCHASER UNLESS OTHERWISE NOTED.
28. REVIEW DUCT AND PIPE SIZE REQUIREMENTS INDICATED ON CLEARANCE REQUIREMENTS, GENERAL CONTRACTOR, PLUMBING CONTRACTOR, AND MECHANICAL CONTRACTOR SHALL PROVIDE ALL COORDINATION SERVICES REQUIRED TO COORDINATE TRUSS MANUFACTURER AND PROVIDE REQUIRED OPENING DIMENSIONS.



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CONSTRUCTION AND BIDDING DOCS

WEST VIRGINIA OMHS
FOR
STATE OF WEST VIRGINIA
OAK HILL, WEST VIRGINIA



KEY PLAN

REVISIONS			
NO.	DESCRIPTION	DATE	BY

PROJ. NO: 1810111.00
DATE: 03/28/2019
SHEET NO.:

P000

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PLUMBING SCHEDULES,
SYMBOLS, & NOTES

