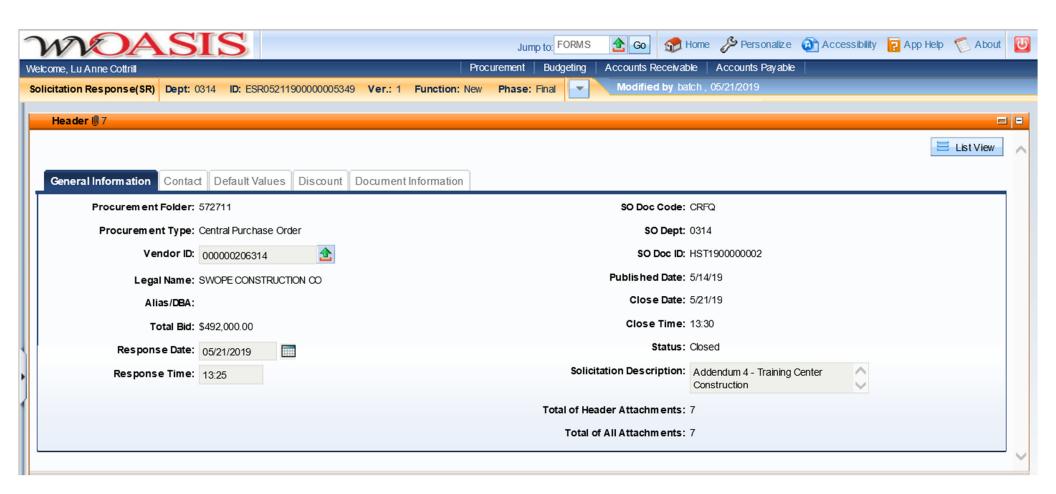


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





### State of West Virginia Solicitation Response

Proc Folder: 572711

Solicitation Description: Addendum 4 - Training Center Construction

Proc Type: Central Purchase Order

 
 Date issued
 Solicitation Closes
 Solicitation Response
 Version

 2019-05-21 13:30:00
 SR
 0314 ESR05211900000005349
 1

VENDOR

000000206314

SWOPE CONSTRUCTION CO

Solicitation Number: CRFQ 0314 HST1900000002

**Total Bid:** \$492,000.00 **Response Date:** 2019-05-21 **Response Time:** 13:25:10

**Comments:** 

FOR INFORMATION CONTACT THE BUYER

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

Signature on File FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|-----|------------|------------|-----------------------------|
| 1    | New industrial building and warehouse construction services |     |            |            | \$492,000.00                |

| Comm Code        | Manufacturer             | Specification                     | Model #  |  |
|------------------|--------------------------|-----------------------------------|----------|--|
| 72121008         |                          |                                   |          |  |
|                  |                          |                                   |          |  |
| Extended Descrip | otion: New industrial bu | ilding and warehouse construction | services |  |
|                  |                          |                                   |          |  |
|                  |                          |                                   |          |  |
|                  |                          |                                   |          |  |

Comments: Alt 1-\$24,200 Alt 2-\$73,000 Alt 3-\$129,000 Alt 4-\$11,000

### **Exhibit A Pricing Page**

| Name of Bidder:  |
|--|
| _Swope Construction Co.  |
|  |
| 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):   |
| \$_492,000.00 (Commodity Line 1)   |
| Four Hundred Ninety-Two Thousand Dollars and .00/100   |
| (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, Two Hundred and .00/100 Dollars (\$24,200.00).  |
| Provide price in words and numbers:  |
| 2. ADD DEDUCT NO CHANGE X _ 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. Seventy-Three Thousand and .00/100 Dollars (\$_73,000.00 ). Provide price in words and numbers:   |
| 2. ADD DEDUCT NO CHANGE_X_ 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. One Hundred, Twenty-Nine Thousand and .00/100 Dollars (\$ 129,000.00 ).                             |
| Provide price in words and numbers:  |
| 2. ADDDEDUCTNO CHANGE_X 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. Eleven Thousand and .00/100 Dollars (\$_11,000.00).  Provide price in words and numbers:                      |
| 2. ADD DEDUCT NO CHANGE X 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.

| Amy Childress, Office Manager              |
|--|
| (Name, Title)                              |
| Amy Childress, Office Manager              |
| (Printed Name and Title)                   |
| 1325 Bluefield Avenue, Bluefield, WV 24701 |
| (Address)                                  |
| 304-325-8146, 304-327-9444                 |
| (Phone Number) / (Fax Number)              |
| achildress@swopeco.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.

| Swope Construction Co.                                |  |
|---|--|
| (Company)   |  |
| Dyothy - President                                    |  |
| (Authorized Signature) (Representative Name, Title)   |  |
| Ron Mallory, President                                |  |
| (Printed Name and Title of Authorized Representative) |  |
| _05-21-2019   |  |
| (Date)  |  |
| 304-325-8146, 304-327-9444                            |  |
| (Phone Number) (Fax Number)                           |  |

### **BID BOND**

|          | KNOW ALL MEN BY THESE PRE  | ESENTS, That we, the                         | undersigned, St                | vope Construc                         | tion Company   |
|----------|--|--|--------------------------------|---------------------------------------|--|
| of _     |  |  |                                |                                       | ty and Deposit Company of Maryland                                       |
| of       | Schaumburg,  | lL, a  | corporation org                | anized and existi                     | no under the laws of the State of  |
| IL       | with its principal office in   | the City ofScha                              | umburg ,                       | as Surety, are I                      | neld and firmly bound unto the Str                                       |
| of We    | est Virginia, as Obligee, in the penal s   | um of <u>Five Percent of</u>                 | Amount Bid                     |                                       |  |
|          | and truly to be made, we jointly and se  |  |                                | nistrators, executo                   | ors, successors and assigns.   |
|          | The Condition of the above oblig   | ation is such that wh                        | ereas the Princi               | pal has submitte                      | ed to the Purchasing Section of the                                      |
| Depar    | rtment of Administration a certain bid   | or proposal, attached h                      | ereto and made                 | a part hereof, to                     | enter into a contract in writing for                                     |
| WV       | OMHST Safety Training Center, (  | <b>7</b> =1.   1:21   1A/1 /                 |                                |                                       |  |
|          |  |  |                                |                                       |  |
|          | NOW THEREFORE,   |  |                                |                                       |  |
|          | (a) If said bid shall be rejecte (b) If said bid shall be access   | d, or  |                                |                                       |  |
| attach   |  |  |                                |                                       | ccordance with the bid or proposing shall in all other respects perform  |
|          | reement created by the acceptance o<br>ce and effect. It is expressly undersi                                |  |                                |                                       |  |
| event,   | exceed the penal amount of this oblig  | jation as herein stated.                     | ie nability of the             | Surety for any a                      | and all claims hereunder shall, in n                                     |
| way in   | The Surety, for the value received,<br>npaired or affected by any extension<br>notice of any such extension. | hereby stipulates and of the time within whi | agrees that the ch the Obligee | obligations of sai<br>may accept such | d Surety and its bond shall be in n<br>า bid, and said Surety does hereb |
|          | WITNESS, the following signatures  | and seals of Principal                       | and Curate ava                 |                                       |  |
| Surety.  | WITNESS, the following signatures<br>or by Principal individually if Principa,                               | il is an individual, this                    | 8th days                       | cuted and sealed                      | by a proper officer of Principal an                                      |
|          | i vi by i molpar marviadally ii i molpa  | ris an individual, this_                     | _ourday of_                    | Iviay                                 |  |
| Princip  | al Seal  |  | Sı                             | vope Construc                         | tion Company   |
|          |  |  | =                              |                                       | Name of Principal)   |
|          |  |  | Ву                             | >1)                                   | metro  |
|          |  |  | 5,                             | Must be P                             | resident, Vice President, or   |
|          |  |  |                                | Duly                                  | y Authorized Agent)  |
|          |  |  | _                              | President-                            | fon Mallory  |
|          |  |  |                                |                                       | (Title)  |
| Surety : | Seal   |  | Fic                            | delity and Deno                       | osit Company of Maryland   |
|          |  |  |                                |                                       | Name of Surety)  |
|          |  |  |                                | 57                                    |  |
|          |  |  | Ву                             | $\mathcal{O}_{\mathcal{L}}$           | 6. 1/  |
|          |  |  | Doug                           | glas P. Taylor, Kensed W              | /V 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.

# ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Andrew K. TEETER, Kimberly L. MILES, Douglas P. TAYLOR, Kimberly S. BURDETTE, Christopher A. MICHEL, Tammy S. SELBE and Jaime L. CARPENTER, all of Charleston, West Virginia, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: <b>any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of September, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







Secretary

Michael McKibben

Vice President David McVicker

State of Maryland

County of Baltimore

On this 15th day of September, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID** MCVICKER, Vice President, and MICHAEL MCKIBBEN, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public

My Commission Expires: July 9, 2019

#### EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### **CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of \_\_\_\_May \_\_\_\_\_\_\_, 20 19 .







Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co. Attn: Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056

### 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 exceed 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:

State of West Virginia My Comm. Expires Sep 20, 2022 PO Box 122 Athens WV 24712

| Vendor's Name: Swope Construction Co.  |
|--|
| Authorized Signature: Date: 05-10-2019   |
| State of   |
| County of Nercee, to-wit:  |
| Taken, subscribed, and sworn to before me this day of May of May of May  |
| My Commission expires Sept. 20 , 2022.   |
| AFFIX SEAL HERE  HEATHER M BENNETT  HEATHER M BENNE |



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

### STATE OF WEST VIRGINIA, COUNTY OF <u>Mercer</u>, TO-WIT: I, Ron Mallory \_\_\_\_\_\_, after being first duly sworn, depose and state as follows: 1. I am an employee of <u>Swope</u> Construction Co. \_\_\_\_; and, (Company Name) 2. I do hereby attest that \_\_\_\_ Swope Construction Co. (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: Ron Mallory Title: President Company Name: Swope Construction Co. 05-36-2019 Date: Taken, subscribed and sworn to before me this \_\_\_\_\_\_day of \_\_\_\_ By Commission expires rest 20, 2022 (Seal) HEATHER M BENNETT

Notary Public Official Seal State of West Virgina My Comm. Expires Sep 20, 2022 PO Box 122 Athens WV 24712

### 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 receiv  | ved)   |
| <ul> <li>X Addendum No. 1</li> <li>X Addendum No. 2</li> <li>X Addendum No. 3</li> <li>X Addendum No. 4</li> <li>Addendum No. 5</li> </ul> | ☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8 ☐ Addendum No. 9 ☐ Addendum No. 10  |
| I further understand that any verbal representa  | t of addenda may be cause for rejection of this bid<br>ation made or assumed to be made during any oral<br>lives and any state personnel is not binding. Only<br>the specifications by an official addendum is |
| Swope Construction Co.   |  |
| Company  |  |
| De Motten  |  |
| Authorized Signature   | ·  |
|  |  |
| 05-21-2019   |  |
| Date   |  |

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

### **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.

- 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.

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 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

#### **Dodge Data & Analytics**

4300 Beltway Place Suite 180 Arlington, TX 76018 Phone: 413-338-5547

Fax: 609-336-2767

Revised 10/22/2018

- 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: Amy Childress              |    |
|--|----|
| <b>Telephone Number:</b> <u>304-325-8146</u> |    |
| Fax Number: 304-327-9444                     |    |
| Email Address: achildress@swopeco.com        | l. |



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

W

25305

US

### VENDOR

Vendor Name, Address and Telephone Number:

Swope Construction Co. 1325 Bluefield Avenue Bluefield, WV 24701

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # 55-0683907

DATE 05-21-2019

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

Page: 1

FORM ID: WV-PRC-CRFQ-001



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 RECEIVING LOCATION

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CHARLESTON

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25305

VENDOR

US

Vendor Name, Address and Telephone Number:

Swope Construction Co. 1325 Bluefield Avenue Bluefield, WV 24701

FOR INFORMATION CONTACT THE BUYER

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

Signature X FEIN # 5!

FEIN# 55-0683907

DATE 05-21-2019

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FORM ID: WV-PRC-CRFQ-001



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<br>13:30:00 | CRFQ 0314 HST1900000002 | 4       |

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#### VENDOR

Vendor Name, Address and Telephone Number:

Swope Construction Co. 1325 Bluefield Avenue Bluefield, WV 24701

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN# 55-0683907

DATE 05-21-2019

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State of West Virginia Request for Quotation 09 — Construction

Proc Folder: 572711

Doc Description: Addendum 4 - Training Center Construction

Proc Type: Central Purchase Order

 
 Date Issued
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 Solicitation No
 Version

 2019-05-14
 2019-05-21 13:30:00
 CRFQ
 0314 HST1900000002
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WV 25305

US

#### VENDOR

Vendor Name, Address and Telephone Number:

Swope Construction Co. 1325 Bluefield Avenue Bluefield, WV 24701

FOR INFORMATION CONTACT THE BUYER

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

Signature 💃

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