



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](http://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](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 1

[List View](#)

## General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 584107

Procurement Type: Central Purchase Order

Vendor ID: 

Legal Name: FLINT CONSTRUCTION CO INC

Alias/DBA:

Total Bid: \$809,800.00

Response Date: Response Time: 

SO Doc Code: CRFQ

SO Dept: 0310

SO Doc ID: DNR2000000004

Published Date: 10/24/19

Close Date: 11/4/19

Close Time: 13:30

Status: Closed

Solicitation Description: 

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia**  
**Solicitation Response**

**Proc Folder :** 584107

**Solicitation Description :** Addendum No.04; Summersville WMA-Office/Storage Project

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-11-04 13:30:00	SR 0310 ESR11041900000002796	1

**VENDOR**

000000208154

FLINT CONSTRUCTION CO INC

**Solicitation Number:** CRFQ 0310 DNR2000000004

**Total Bid :** \$809,800.00

**Response Date:** 2019-11-04

**Response Time:** 13:15:59

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**

Guy Nisbet

(304) 558-2596

[guy.l.nisbet@wv.gov](mailto:guy.l.nisbet@wv.gov)

**Signature on File**

**FEIN #**

**DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Building Construction Services				\$809,800.00

Comm Code	Manufacturer	Specification	Model #
72120000			

**Extended Description :** Construction of a new building for use as offices and storage at the Summersville WMA.



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: 584107

Doc Description: Summersville WMA-Office/Storage Building Construction Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-09-27	2019-10-31 13:30:00	CRFQ 0310 DNR2000000004	1

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  
 Gassaway WV 26624-0146  
 (304) 364-5555

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

Signature X

*Roger L. Flint II*

FEIN # 55-0728296

DATE 11/4/2019

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

**Request for Quotation  
 (Construction Services - Summersville WMA Office/Storage Building Project)**

In accordance with WV Code 5A-3 and WV Code 5-22, The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The WV. Division of Natural Resources (WV DNR) to establish a one-time construction contract for the building of a office/storage building located at Summersville Wildlife Management Area, Summersville, in Nicholas County, West Virginia per the specifications, terms and conditions that are a part of this solicitation and reference herein.

SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Construction Services				

Comm Code	Manufacturer	Specification	Model #
72120000			

**Extended Description :**  
 Construction of a new building for use as offices and storage at the Summersville WMA.

DNR2000000004	<b>Document Phase</b> Draft	<b>Document Description</b> Summersville WMA-Office/Storage Building Construction Projec	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

Summersville WMA.

From the intersection of US 19 and WV 129 at Mt. Nebo, travel West on WV 129 towards the Summersville Dam. Project site is located 3.4 miles on the left.

Project coordinates are: 38-13-06.4N; 80-54-03.4W

Pre-bid date: October 15/ 2019 at 10:00 AM. EST.

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: **October 21st /2019 at 9:00 AM. EST.**

Submit Questions to: **Guy Nisbet, Supervisor**  
 2019 Washington Street, East  
 Charleston, WV 25305  
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
 Email: **Guy.L.Nisbet@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.:

<b>SEALED BID:</b>	<b>Summersville WMA Building Project</b>
<b>BUYER:</b>	<b>Guy Nisbet</b>
<b>SOLICITATION NO.:</b>	
<b>BID OPENING DATE:</b>	
<b>BID OPENING TIME:</b>	<b>1:30 EST.</b>
<b>FAX NUMBER:</b>	<b>304.558.3970</b>

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:**      **October 31st /2019 at 1:30 PM. EST.**

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

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

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

**10. 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 three hundred sixty-five (365) calendar 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 of 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: \$500,000.00 per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**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:

two hundred fifty (250.00) per calendar day for each calendar day beyond contract completion date as defined by Notice to Proceed.

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](mailto: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 08/15/2019



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

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

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

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

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

**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.**

Subcontractor List Submission (Construction Contracts Only)

**Bidder's Name:** Flint Construction Co., Inc.

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

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

**Attach additional pages if necessary**



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

Roger L Flint II, President  
 (Name, Title)  
 Roger L Flint, II            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)  
Roger L Flint II, President  
 (Authorized Signature) (Representative Name, Title)  
 Roger L Flint, II            President  
 (Printed Name and Title of Authorized Representative)  
 11/04/2019  
 (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

Reginald Flint II  
Authorized Signature

11/04/2019

Date

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

**REQUEST FOR QUOTATION  
WVDNR Wildlife Resources Section  
Summersville WMA Storage Building**

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**GENERAL CONSTRUCTION SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Natural Resources to establish a contract for a building to use as offices and storage at the Summersville WMA, Nicholas County, West Virginia. Chapman Technical Group of St. Albans, WV. Is serving as the Architect on this project.
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 construction of a building and related work to be used for storage and offices, as more fully described in these specifications and the Specifications/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 one project 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

**REQUEST FOR QUOTATION  
WVDNR Wildlife Resources Section  
Summersville WMA Storage Building**

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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.

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(e), if the Pricing Pages contain alternates/add-ons, there must be no more than seven listed, and the alternates/add-ons will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on. Provided, that Agency may accept an alternate out of the listed order if acceptance would not affect determination of the lowest qualified responsible bidder. Any unaccepted alternate contained within a bid shall expire: ninety (90) days after the date of the opening of bids for review.
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.

REQUEST FOR QUOTATION  
WVDNR Wildlife Resources Section  
Summersville WMA Storage Building

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- 10. PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

**Chapman Technical Group**  
Amanda Holstein  
200 Sixth Avenue  
St. Albans, WV 25177  
304 727-5501  
Or via email at [asutphin@chaptech.com](mailto:asutphin@chaptech.com)

For a fee of \$100.00 for Paper Plans and Specifications

*Copies of project plans can be examined at the following locations*

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

**Kanawha Valley Builders Association**  
1627 Bigley Avenue  
Charleston, WV 25302  
Phone: 304-342-7141  
Fax: 304-343-8014

**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

- 11. 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.

- 12. 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:

**REQUEST FOR QUOTATION  
WVDNR Wildlife Resources Section  
Summersville WMA Storage Building**

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- 12.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 12.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 12.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 12.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 12.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**13. MISCELLANEOUS:**

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

**Contract Manager:** Roger L. (Rob) Flint, II

**Telephone Number:** (304) 364-5555

**Fax Number:** (304) 364-5556

**Email Address:** rob@flintconstructionco.com

- 13.2. **Owner's Representative:** Owner's representative for notice purposes is

**Name:** Bradley S. Leslie, PE

**Telephone Number:** 304 558 2764

**Fax Number:** 304 558 0077

**Email Address:** brad.s.leslie@wv.gov

- 14. **Initial Decision Maker:** Phil Warnock, AIA, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.

**EXHIBIT A - PRICING PAGE  
Summersville WMA  
Storage Building Construction**

Name of Vendor:

Flint Construction Co., Inc.

Address of Vendor:

P O Box 146  
Gassaway WV 26624-0146

Phone Number of Vendor:

(304) 364-5555

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

**Base Bid**

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Total Base Bid** shall be indicated in the space below.

**Total Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$ 809,800.00

**Total Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Eight Hundred Nine Thousand Eight Hundred Dollars



State of West Virginia  
**PURCHASING DIVISION**  
**Construction Bid Submission Review Form**

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*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.*

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**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)



State of West Virginia  
Purchasing Division

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**CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET**

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

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

**Contract Identification:**

Contract Number: \_\_\_\_\_

Contract Purpose: Type text here

Agency Requesting Work: \_\_\_\_\_

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

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

**Vendor Contact Information:**

Vendor Name: \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor Fax: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Vendor E-Mail: \_\_\_\_\_



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

**STATE OF WEST VIRGINIA,**

**COUNTY OF Nicholas, TO-WIT:**

I, Roger L Flint, II, 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: Roger L Flint, II

Signature: *Roger L Flint II*

Title: President

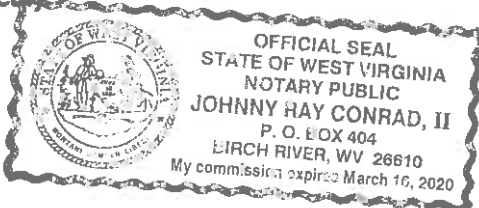
Company Name: Flint Construction Co., Inc.

Date: 11/04/2019

Taken, subscribed and sworn to before me this 4th day of November, 2019.

By Commission expires March 16, 2020

(Seal)



*J.R. Conrad II*  
(Notary Public)

## 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](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

# West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 8D-1-2)

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

Name of Authorized Agent: Roger L Flint, II Address: 5626 Centralia Rd., Sutton WV 26601

Contract Number: CRFQ 0310 DNR 2000000004 Contract Description: New Summersville WMA Building

Governmental agency awarding contract: West Virginia Division of Natural Resources

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.

Roger L Flint

**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: Roger L Flint II

Date Signed: 11/04/2019

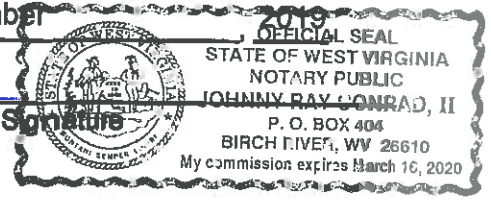
### Notary Verification

State of West Virginia, County of Nicholas:

I, Roger L Flint, II, 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 4th day of November, 2019

John R. Conrad, II  
Notary Public's Signature



To be completed by State Agency:

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

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

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

Principal Seal \_\_\_\_\_ (Q)  
 \_\_\_\_\_ (R) (Name of Principal)

By \_\_\_\_\_ (S)  
 (Must be President, Vice President, or  
 Duty 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.**

**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  
Pre-Engineered Metal Building - New Wildlife Management Alert Building, Summersville, WV

NOW THEREFORE,

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

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

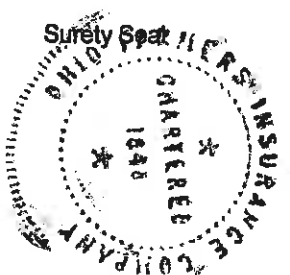
WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 4th day of November, 2019.



Flint Construction Company, Inc.  
(Name of Principal)

By: Roger L. Flint II  
(Must be President, Vice President, or  
Duly Authorized Agent)

President  
(Title)



Ohio Farmers Insurance Company  
(Name of Surety)

By: Andrew K. Teeter  
Andrew K. Teeter, 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

POWER NO. 4750172 01

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

CERTIFIED COPY

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

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

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 4th day of November A.D., 2019.



Frank A. Carrino Secretary

Frank A. Carrino, Secretary

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.

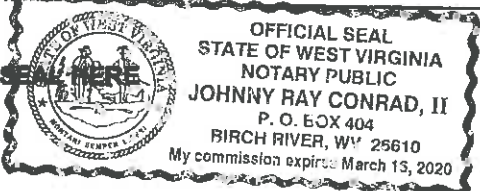
Authorized Signature: *Robert J. Sink II* Date: 11/04/2019

State of West Virginia

County of Nicholas, to-wit:

Taken, subscribed, and sworn to before me this 4 day of November, 2019.

My Commission expires March 16, 2020.



NOTARY PUBLIC *John R. D. II*





Purchasing Division  
 2019 Washington Street East  
 Post Office Box 60130  
 Charleston, WV 26305-0130

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 584107

Doc Description: Summersville WMA-Office/Storage Building Construction Projec

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-10-07	2019-11-04 13:30:00	GRFQ 0310 DNR2000000004	2

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  
 Gassaway WV 26624-0146  
 (304) 364-5555

**FOR INFORMATION CONTACT THE BUYER**

Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

Signature X

*Roger L. Flint II*

FEIN # 55-0728296

DATE 11/04/2019

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

ADDITIONAL INFORMATION

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

Request for Quotation  
 (Construction Services - Summersville WMA Office/Storage Building Project)

In accordance with WV Code 5A-3 and WV Code 5-22, The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The WV. Division of Natural Resources (WV DNR) to establish a one-time construction contract for the building of a office/storage building located at Summersville Wildlife Management Area, Summersville, in Nicholas County, West Virginia per the specifications, terms and conditions that are a part of this solicitation and reference herein.

DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON                      WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City    WV 26000 US	
---	--	---	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Construction Services				

Comm Code	Manufacturer	Specification	Model #
72120000			

Extended Description :

Construction of a new building for use as offices and storage at the Summersville WMA.

**SOLICITATION NUMBER:** CRFQ 0310 DNR2000000004

**Addendum Number:** No.01

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

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

1. Bid Opening date was scheduled for: October 31st, 2019 at 1:30 PM. EST.  
now scheduled for: November 4th, 2019 at 1:30 PM. EST.

No other Changes.

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

**Terms and Conditions:**

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

**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

*Regina J. Flint II*

Authorized Signature

11/04/2019

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 60130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 584107

Doc Description: Addendum No.02; Summersville WMA-Office/Storage Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-10-16	2019-11-04 13:30:00	CRFQ 0310 DNR2000000004	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  
 Gassaway WV 26624-0146  
 (304) 364-5555

**FOR INFORMATION CONTACT THE BUYER**  
 Guy Nisbet  
 (304) 558-2598  
 guy.l.nisbet@wv.gov

Signature X *Roger J. Flint II* FEIN # 55-0728296 DATE 11/04/2019  
 All offers subject to all terms and conditions contained in this solicitation

**Addendum**

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

**Request for Quotation  
(Construction Services - Summersville WMA Office/Storage Building Project)**

In accordance with WV Code 5A-3 and WV Code 5-22, The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The WV. Division of Natural Resources (WV DNR) to establish a one-time construction contract for the building of a office/storage building located at Summersville Wildlife Management Area, Summersville, in Nicholas County, West Virginia per the specifications, terms and conditions that are a part of this solicitation and reference herein.

		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON                      WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City    WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Construction Services	0.00000			

Comm Code	Manufacturer	Specification	Model #
72120000			

**Extended Description :**

Construction of a new building for use as offices and storage at the Summersville WMA.

**SOLICITATION NUMBER:** CRFQ 0310 DNR2000000004

**Addendum Number:**

**No.02**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

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

1. Meeting Notes from Pre-Bid.
2. Pre-Bid Sign in Sheet
3. Drawings A-1, A-4, (PDF's attached to wvOASIS VSS document for Vendors use to print if needed)
4. Geotechnical Engineering Report (Terracon)

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





**Chepman  
Technical  
Group**  
a division of  
GTW

**Summersville WMA Storage Buildings  
Bid Questions  
October 16, 2019**

**ADDENDUM NO. 2**

- A. PRE-BID CONFERENCE**
1. Notes and sign-in sheet from the Mandatory Pre-Bid conference are attached.
  2. The Bid Date was changed to November 4, 2019 at 1:30, in Addendum 1.
- B. QUESTIONS AND CLARIFICATIONS**
1. Is the Geotechnical Report available to the Bidders?
    - a. *The Geotechnical Report is attached as part of this addendum.*
  2. Is there a specification for the Gate?
    - a. *The specification for the gate is in the project manual.*
- C. PROJECT MODIFICATIONS**
1. The building and lots shall be located 15' west of the location noted on sheet C2, along column line "C". Adjust utility locations, parking area, road, and land fill requirements to accommodate the change.
  2. The water entrance shall be located in the heated bay and the backflow preventer shall be run vertically up the wall as located in the attached Sheet A1-Rev2. The water heater shall be wall mounted as noted on A4-Rev2.
  3. OSB shall be added to the walls as noted on A1-Rev2.
  4. The evidence rooms and doors shall be as noted on A1-Rev2. Doors 107A and 108A shall be single doors with hardware similar to door 106A.
  5. Overhead door 101E shall be 12'-0" wide and 14'-0" high, located as noted on A1-Rev2.
  6. The ceiling of the restroom and shower area shall be gypsum board on 8", 16 gage steel joists at 16" o.c., as noted on A1-Rev2.
  7. The eave height for the building shall be as required by the manufacturer to accommodate the 14'-0" high bay door, as noted on A4-Rev2.

End of addendum

200 Sixth Avenue  
Saint Albans, WV 25177

804.727.5501  
804.727.5580 Fax

Buckhannon, WV  
Lexington, KY

[www.chaptstg.com](http://www.chaptstg.com)



**Summersville WMA Storage Building  
Pre-Bid Conference Notes  
Page 2**

5. **Addendum Items**
  - a. **Questions and answers.**
  - b. **Pre-bid attendance list.**
  - c. **Geotechnical Report**
  - d. **Project Modifications**
    1. **Water heater relocation.**
    2. **Water line to enter at heated bay.**
    3. **Backflow preventer relocation.**
    4. **OSB at back of bay.**
    5. **OSB to be held 1" off of floor.**
    6. **Ceiling over restroom to be drywall.**
    7. **Change evidence closet configuration.**
    8. **Garage door width to be 12 feet wide.**
    9. **Building height as required for 14-foot door.**
    10. **Building location to adjust 15' west, along with revision of utilities, and site work to accommodate the adjustment.**
6. **The Bidders and representatives toured the project site.**



**Chapman  
Technical  
Group**  
a division of  
GRW

**Summersville WMA Storage Building  
Pre-Bid Conference Notes  
October 15, 2019**

1. All prospective bidders were informed that they must sign the sign-in sheet to bid.

2. Introductions

Phill Warnock, CTG Project Manager  
Mark Proctor, WVDNR Project Manager  
Representatives from WVDNR

3. Review bidding process.

- a. The pre-bid is mandatory. All prospective bidders must sign in.
- b. Bidders must be registered contractor with the State of WV.
- c. Bidders need to contact WV Purchasing for complete RFQ.
- d. Bidders must use Pricing Page in the RFQ and submit all documents as required in RFQ.
- e. Bids are due 1:30 PM on November 4, 2019, as revised by Addendum 1.
- f. Bids are to be submitted electronically through Oasis or directly to WV Purchasing as directed in the RFQ.
- g. All questions must be submitted in writing to Guy Nisbet, WV Purchasing, by mail to [Guy.L.Nisbet@wv.gov](mailto:Guy.L.Nisbet@wv.gov). (All of this information is in the RFQ)

Deadline for questions is October 21, 9:00 AM.

Substitution request deadline is October 21, 9:00 AM.

- h. Time of completion is 365 calendar days.
- i. Liquidated damages are \$250 per calendar day.
- j. See RFQ for bond and insurance requirements. 2-year roof maintenance bond is required.
- k. Prevailing Wage requirements do not apply.
- l. Addenda

1. Any statement made by anybody that materially alters the work described in the plans and specifications is invalid unless documented by addendum.
2. Questions and answers from the pre-bid meeting are noted in Addendum 2.

4. Project review.

- a. A general overview of work included was discussed.
- b. Contractor is responsible for coordinating utility work.
- c. Work hours and site restrictions were discussed.
- d. The Contractor shall be responsible for maintaining security and safety at the construction site.

200 Sixth Avenue  
Saint Albans, WV 25177

304.727.5501  
304.727.5580 Fax

Buckhannon, WV  
Lodington, KY

[www.chapttech.com](http://www.chapttech.com)



**Summersville WMA Storage Building  
Pre-Bid Conference Notes  
Page 2**

5. Addendum Items
  - a. Questions and answers.
  - b. Pre-bid attendance list.
  - c. Geotechnical Report
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    1. Water heater relocation.
    2. Water line to enter at heated bay.
    3. Backflow preventer relocation.
    4. OSB at back of bay.
    5. OSB to be held 1" off of floor.
    6. Ceiling over restroom to be drywall.
    7. Change evidence closet configuration.
    8. Garage door width to be 12 feet wide.
    9. Building height as required for 14-foot door.
    10. Building location to adjust 15' west, along with revision of utilities, and site work to accommodate the adjustment.
6. The Bidders and representatives toured the project site.

# Pre-Bid Sign-In Sheet

Solicitation Number: DNR2000000004

Date of Pre-Bid Meeting: 10-15-19

Location of Prebid Meeting: Summersville WMA

**Please Note:**

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.


Firm Represented*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Dan Hill Const	Dan Hill	PO Box 685 Gayley Bridge, WV 25885	304-632 1600	304-432 1505	Dan Hill@Dan Hill Construction.com
IBEW 466	Terry Turley	800 INDIANA AVE CHAS WV	304 342 6700	304 342 7716	terryturley 466.org
Wiseman Const.	Nikki White	1614 6th Ave Chas WV 25387	304-344- 1200	304- 344-1281	nwhite@wisemancorp.com awiseman@wisemancorp.com
Foster Supply	DERECK SENES	PO Box 408 Scott Depot WV 25560	304-553-6565	304 755 8280	dseane@fostersupply.com
Johnson Electric Jim Johnson	Jim Johnson	P.O. Box 246 Cool Ridge WV 25825	304-228-3816		johnson.electrical@gmail.com
Claude Epps Construction	Robert Epps	106 Panmar way Bluefield, WV			reda@eppsconstruction.com

\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

# Pre-Bid Sign-In Sheet

Solicitation Number: DNR200000004  
 Date of Pre-Bid Meeting: 10-15-19  
 Location of Prebid Meeting: Summersville WMA

**Please Note:**  
 Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
 For further verification, please also provide a business card if possible.

Firm Represented:	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Scott Cunningham 8461 Big Tyler Rd. Charleston, WV 25319 Estimating@scottcunningham.com 740.749.5777					
PLINT construction	ROB PLINT	GREENWAY RD 06621	304-364-5555	304-364-5556	JENNER@PLINTCONSTRUCTION.COM
Land core Builders	Scott Wheeler	1027 Stewart St Milton, WV 25541	304-419-1378		wheeler@landcorebuilders.com
ASPEL Construction	BRIAN KNIBBT	2400 KENTON DR OAKLAND WV 25032	304-763-4573		BKNIBBT@ASPEL-CON.COM
Leo Rager Builders, Inc	Sheldon Rober	P.O. Box 1872 Shinnston, WV	304-592-2083	304-592-2920	sraber@LEORAGERS.COM

**\*One Vendor Per Representative - No, one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.**

# Pre-Bid Sign-In Sheet

Solicitation Number: DNR2000000004  
 Date of Pre-Bid Meeting: 10-15-19  
 Location of Prebid Meeting: Summersville WMA

**Please Note:**

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Agstin Construction Company, Inc.	Austin King	1700 St Rt 34 Hurricane, WV 26526	304-343-5400	304-343-0016	AKing@AgstinConstruction.com
HIGH POINT CONSTRUCTION	DAVID SMITH	Po Box 577 648 Rt 20 South Road BUCKHARTON WV 26001	304-517-5500	304-472-5594	DAVID@HIGHPOINTWV.COM
Claude Epps Const., Inc.	Robert Epps	1301 Pen Mar Ave. Bluefield, WV 26010	304-327-0413	304-327-0415	cec@eppsconstruction.com
PRAY CONST.	Scott Raines	10351 TRAYS VALLEY RD Scott Depot, WV 26060	304-755-4844		SRAINES@PRAYCONSTRUCTION.COM
<del>Michael Ball</del>					
BBL Const.	Michael Ball	600 Kan. Blvd East Suite 200 Charle. Sh. Wv 25301	304-545-1300	304-545-1304	mball@bblconst.com

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Solicitation Number: DNR200000004  
 Date of Pre-Bid Meeting: 10-15-19  
 Location of Prebid Meeting: Summersville WMA

**Please Note:**  
 Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
 For further verification, please also provide a business card if possible.

Firm Represented:	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
CHAPMAN TECHNICAL SERVICES	PHIL WARNOCK	200 SIXTH AVE ST. ALBAUS, WV 26107	304-727-5501	304-727-5502	PWARNOCK@ CHAPTECH.COM
US Army Corps Engineer	Toby Wood	2901 Summersville LAKE ROAD Summersville WV	304 872 3412		toby.j.wood@ USAACE.army.mil

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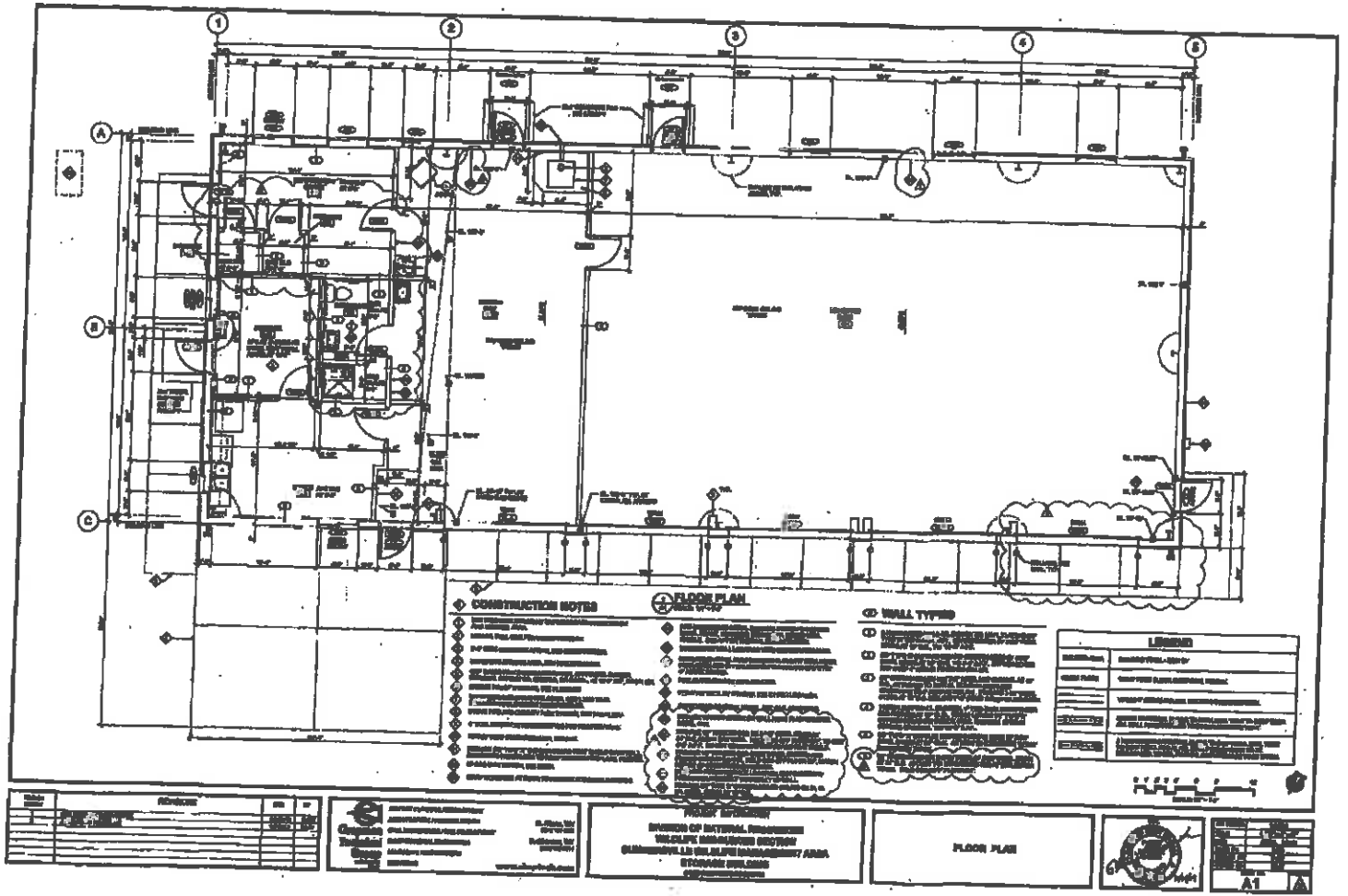
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Solicitation Number: DNR2000000004  
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**CONSTRUCTION NOTES**

- 1. ALL WALLS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
- 2. ALL FLOORS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
- 3. ALL CEILING ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
- 4. ALL ROOF ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
- 5. ALL DOORS ARE TO BE 1 1/2" MINIMUM THICKNESS UNLESS OTHERWISE NOTED.
- 6. ALL WINDOWS ARE TO BE 1 1/2" MINIMUM THICKNESS UNLESS OTHERWISE NOTED.
- 7. ALL STAIRS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
- 8. ALL ELEVATORS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
- 9. ALL CORE ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
- 10. ALL STRUCTURAL ELEMENTS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
- 11. ALL STRUCTURAL ELEMENTS ARE TO BE REINFORCED CONCRETE UNLESS OTHERWISE NOTED.
- 12. ALL STRUCTURAL ELEMENTS ARE TO BE CAST IN PLACE CONCRETE UNLESS OTHERWISE NOTED.
- 13. ALL STRUCTURAL ELEMENTS ARE TO BE CAST IN PLACE CONCRETE UNLESS OTHERWISE NOTED.
- 14. ALL STRUCTURAL ELEMENTS ARE TO BE CAST IN PLACE CONCRETE UNLESS OTHERWISE NOTED.
- 15. ALL STRUCTURAL ELEMENTS ARE TO BE CAST IN PLACE CONCRETE UNLESS OTHERWISE NOTED.

**FLOOR PLAN**

- 1. ALL WALLS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
- 2. ALL FLOORS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
- 3. ALL CEILING ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
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- 11. ALL STRUCTURAL ELEMENTS ARE TO BE REINFORCED CONCRETE UNLESS OTHERWISE NOTED.
- 12. ALL STRUCTURAL ELEMENTS ARE TO BE CAST IN PLACE CONCRETE UNLESS OTHERWISE NOTED.
- 13. ALL STRUCTURAL ELEMENTS ARE TO BE CAST IN PLACE CONCRETE UNLESS OTHERWISE NOTED.
- 14. ALL STRUCTURAL ELEMENTS ARE TO BE CAST IN PLACE CONCRETE UNLESS OTHERWISE NOTED.
- 15. ALL STRUCTURAL ELEMENTS ARE TO BE CAST IN PLACE CONCRETE UNLESS OTHERWISE NOTED.

**WALL TYPES**

- 1. ALL WALLS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
- 2. ALL WALLS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
- 3. ALL WALLS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
- 4. ALL WALLS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
- 5. ALL WALLS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
- 6. ALL WALLS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
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- 8. ALL WALLS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
- 9. ALL WALLS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
- 10. ALL WALLS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.

LEGEND	
[Symbol]	CONCRETE WALL
[Symbol]	CONCRETE FLOOR
[Symbol]	CONCRETE CEILING
[Symbol]	CONCRETE ROOF
[Symbol]	CONCRETE STAIR
[Symbol]	CONCRETE ELEVATOR
[Symbol]	CONCRETE CORE
[Symbol]	CONCRETE STRUCTURAL ELEMENT
[Symbol]	CONCRETE REINFORCED STRUCTURAL ELEMENT
[Symbol]	CONCRETE CAST IN PLACE STRUCTURAL ELEMENT
[Symbol]	CONCRETE CAST IN PLACE STRUCTURAL ELEMENT
[Symbol]	CONCRETE CAST IN PLACE STRUCTURAL ELEMENT
[Symbol]	CONCRETE CAST IN PLACE STRUCTURAL ELEMENT

NO.	REVISION	DATE

**Geotechnical Engineering**  
 1234 Main Street  
 City, State, Zip  
 Phone: (555) 123-4567  
 Fax: (555) 987-6543  
 Website: www.geotech.com

**PROJECT INFORMATION**  
 DIVISION OF NATURAL RESOURCES  
 WILDLIFE MANAGEMENT SECTION  
 CALIFORNIA WILDLIFE MANAGEMENT AGENCY  
 STORAGE BUILDING  
 12345 Main Street  
 City, State, Zip

FLOOR PLAN







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: 584107

Doc Description: Addendum No.03; Summersville WMA-Office/Storage Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-10-23	2019-11-04 13:30:00	CRFQ 0310 DNR2000000004	4

**SENDING 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  
 Gassaway WV 26624-0146  
 (304) 364-5555

**FOR INFORMATION CONTACT THE BUYER**

Guy Nisbet  
 (304) 558-2596  
 guy.j.nisbet@wv.gov

Signature X

FEIN # 55-0728296

DATE 11/04/2019

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

**ADDITIONAL INFORMATION**

**Addendum**

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

**Request for Quotation  
(Construction Services - Summersville WMA Office/Storage Building Project)**

In accordance with WV Code 5A-3 and WV Code 5-22, The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The WV. Division of Natural Resources (WV DNR) to establish a one-time construction contract for the building of a office/storage building located at Summersville Wildlife Management Area, Summersville, in Nicholas County, West Virginia per the specifications, terms and conditions that are a part of this solicitation and reference herein.

WORK TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Construction Services				

Comm Code	Manufacturer	Specification	Model #
72120000			

**Extended Description :**  
 Construction of a new building for use as offices and storage at the Summersville WMA.

**SOLICITATION NUMBER:** CRFQ 0310 DNR2000000004

**Addendum Number:** No.03

---

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

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

1. Vendor submitted Questions and Agency responses (Chapman Technical)
2. Clarifications (Chapman Technical)
3. Drawings FE6 Chain Link Fence, (PDF attached to wvOASIS VSS document for Vendors use to print if needed)
4. Door Hardware ( WV DNR)

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



**Chapman  
Technical  
Group**  
a Division of  
GTW

**CRFQ DNR 0310 DNR2000000004  
Summersville WMA Building  
Vendor Submitted Questions and Agency Responses  
10/21/2019**

1. C-4 Gravel Pavement Detail, what does the DGA Designation represent, on top of the gravel?
  - A. *Delete Gravel Pavement Detail. Gravel pavement shall consist of six (6) inches of WVDOT 307001-Class 3 aggregate.*
2. C-1 Are there any elevations available for the sanitary manhole?
  - A. *The Contractor shall field verify elevations prior to fabrication. For bidding purposes, assume the manhole invert depth to be 4'-0".*
3. A-1 shows windows above the doors at 102C and 101F. A-2 North Elevation does not show windows, please clarify.
  - A. *Elevation 3/A4 shows the louvers for supply fan SF1 over door 102C and exhaust fan EF1 over door 101F, which is coordinated properly on A1.*
4. A-3 Door Schedule. Should door 102A be the same as the other garage doors?
  - A. *Yes, door 102A is the same as door 101B.*
5. A-1 can you give us a count and type of Fire Extinguishers required?
  - A. *Provide 3 Multipurpose dry Chemical Type 4-A:60-B:C, 10 pound, and 1 wet-chemical type K, 1.6 gallon, as specified. Locate the Type K in Office 103, to the right of door 104B. Locate the multipurpose extinguishers in the alcove by door 102B, to the right of the fireplace by door 102D, and to the left of door 101A in the unheated bay.*
6. E-1 Plan Note A shows surface mounting light fixtures to Gypsum ceiling. Finish Schedule calls for exposed ceiling in heated bay 100. Please clarify.
  - A. *Heated Bay 100 will have an exposed ceiling. Mount lighting similar to unheated bays.*
7. How far outside the building pad are we to perform over excavation? Also does the over excavation include the gravel pavement area?
  - A. *Over-excavation shall occur under all pavements and beneath the floor slab. Over-excavation is not necessary for the gravel pavement area.*
8. A-2 elevations show the eave height of 17'. A-4 Building Section 3 shows 15'-8", please clarify.
  - A. *The building height will be as required by the metal building manufacturer to provide a fully functional 14' segmental door at door 101E. This height will vary by manufacturer.*

200 Sixth Avenue  
Saint Albans, WV 25177

304.727.5501  
304.727.5580 Fax

Buckhannon, WV  
Leedington, KY

www.chapttech.com





CRFQ DNR 0310 DNR2000000004  
 Summersville WMA Building  
 Vendor Submitted Questions and Agency Responses  
 10/21/2019

9. Metal Building Insulation spec for roof insulation calls for double layer of 4" R-13 on roof. Can we use a Sag & Bag or liner system to reach R-26 on the roof? This is typical.
- A. *The building is in Climate Zone 5A, according to the Energy Code, ANSI 90.1-2010. Table 5.5-5 requires metal building roofs to have two layers of R-13.0 insulation with thermal spacer blocking. Alternatively, Manufacturers may provide insulation according to the U-factor compliance method. If the U-factor compliance method is utilized, the Manufacturer must provide calculations, stamped by an engineer registered in the State of West Virginia, to verify the amount and type of insulation required.*
10. Wall insulation spec calls for R-13 insulation plus 5.6 CI (Rigid Board). Metal Building insulation companies typically use 8" R-25 Wall Liner System to meet this spec. is this acceptable?
- A. *The building is in Climate Zone 5A, according to the Energy Code, ANSI 90.1-2010. Table 5.5-5 requires metal building walls to have one layer of R13.0 batt insulation and one layer of R-5.6 continuous rigid insulation. Alternatively, Manufacturers may provide insulation according to the U-factor compliance method. If the U-factor compliance method is utilized, the Manufacturer must provide calculations, stamped by an engineer registered in the State of West Virginia, to verify the amount and type of insulation required.*
11. A-1 and A-2 shows (4) total downspouts on the building. P-1 indicates (8) downspouts on the building, please clarify.
- A. *There will be 4 downspouts, located as noted on A-1 and A-2.*
12. Drawing call for P-Lam cabinets, specs call for Merillat Oak cabinets, please clarify.
- A. *Use the specified Merillat cabinets.*
13. Are there any window sills on this project, if so what are they made with?
- A. *Provide 1/2" thick solid surface window stools, Corian or equal, for type W1 and W3 windows.*
14. C-2 Drawing Sheet shows Step System (2) 1000 Gallon Tanks. Septic System Notes show (2) 1500 Gallon Tanks, please clarify.
- A. *The tanks shall be 1500 gallons each.*
15. Would it be acceptable to do directional drilling in lieu of Bore and Jack at the road bore.
- A. *No, directional drilling is not acceptable.*
16. The door schedule on Drawing A3 has multiple discrepancies with the hardware sets listed in the Specifications. Please issue a new door schedule that correctly corresponds to the hardware sets in the Specifications.
- A. *See the revised hardware sets, attached.*



**CRFQ DNR 0310 DNR2000000004  
Summersville WMA Building  
Vendor Submitted Questions and Agency Responses  
10/21/2019**

**17. Hardware discrepancies, what is the correct hardware set?**

102D – the plan DR schedule says the DR is HW set 2, but the specification says it is HW set 5

*A. See the revised hardware sets, attached.*

104A – the plan DR schedule says the DR is HW set 1, but the specification says it is HW set 2

*A. See the revised hardware sets, attached.*

104B – the plan DR schedule says the DR is HW set 5, but the specification says it is HW set 6

*A. See the revised hardware sets, attached.*

105A – the plan DR schedule says the DR is HW set 6, but the specification says it is HW set 7

*A. See the revised hardware sets, attached.*

106B – the plan DR schedule says the DR is HW set 1, but the specification says it is HW set 2

*A. See the revised hardware sets, attached.*

**18. Will Corle Building Systems be an approved manufacturer to supply the metal building?**

*A. Members of the Metal Building Manufacturers Association will be approved to supply the metal building.*

**19. Can the PEMB manufacturer use their standard design for building deflections in lieu of deflections stated on metal building spec 133419-3 under 2.2 Performance Requirements?**

*A. No. Utilize the building deflections required in the drawings and specs.*

**20. Are all PEMB column base-plates and door jambs to be at the finished floor elevation?**

*A. Column pier elevations shall be as noted on sheet SI ((99.50')). Door thresholds will be at Finish Floor Elevation 100.00', except overhead doors shall be at elevation 99'-10" and door 101A shall be at elevation 99'10.25". This accommodates the 2" slope from column line A to Column line C in the bay areas.*



CRFQ DNR 0310 DNR2800000004  
 Summersville WMA Building  
 Vendor Submitted Questions and Agency Responses  
 10/21/2019

21. On metal building spec 133419-4, section M. FM Global Listing requires the panel to Class 1A-90. For this to occur, the standing seam panel will have to be either 24" wide, 22 gauge -or- 18" wide, 24 gauge to meet the FM 4471 requirements. Panel spec calls for 24" wide, 24 gauge.
- A. The FM Global Listing specified is Class 1 A-90. That may be reduced by providing stamped calculations by an engineer registered in the State of West Virginia which determine the uplift in lbs/sf is less than two times the Class rating. Thus, an uplift from 45-37.5 lbs/sf would require a Class 90 rating, an uplift from 30-37.5 lbs/sf would require a Class 75 rating and an of less than 30 lbs/sf would require a Class 60.*
22. For roof and wall panel finishes, metal building spec 133419-6 calls for a three-coat fluoropolymer exterior finish coat. It is more common and standard for PEMB manufacturers to provide a two-coat fluoropolymer that is 70% PVDF finishes and meets both Kynar 500 and Hylar 5000. Is a two-coat fluoropolymer acceptable to use?
- A. Paint systems meeting the Kynar 500 and/or Hylar 5000 requirements are acceptable.*
23. Is the PEMB manufacturer responsible for providing the exterior man doors and windows?
- A. That is a means and methods question to be determined by the Contractor.*
24. Metal building spec 133419-5, item N for thermal performance calls for R19 roof insulation and R13 wall insulation. Drawing A4 under building system efficiency requirements call for R13 + R5.6 cont. for wall insulation and R13 + R13 for the roof. Which one is to be used?
- A. The building is in Climate Zone 5A, according to the Energy Code, ANSI 90.1-12010. Table 5.5-5 requires metal building walls to have one layer of R13.0 batt insulation and one layer of R-5.6 continuous rigid insulation. Alternatively, Manufacturers may provide insulation according to the U-factor compliance method. If the U-factor compliance method is utilized, the Manufacturer must provide calculations, stamped by an engineer registered in the State of West Virginia, to verify the amount and type of insulation required.*
25. Drawing A2, west elevation. Can a gable style man door canopy be acceptable to use in lieu of a flat canopy with tie-rods?
- A. The Metal Building Manufacturer's standard detailing may be used to construct the canopies. A gable style is acceptable.*

End of Questions.



**Chapman  
Technical  
Group**  
a division of  
GRW

**CRFQ DNR 0310 DNR200000004  
Summersville WMA Storage Buildings  
October 22, 2019**

**ADDENDUM NO. 3**

**A. QUESTIONS AND CLARIFICATIONS**

1. The Vendor Submitted Questions and Agency Responses are attached as part of this addendum.
2. No blasting is authorized on Corps of Engineers lands surrounding Federal dams. As such, no blasting is authorized on this project.
3. The horizontal sliding gate specified in Section 323113, shall not have an overhead track assembly. It will have three (3) strands of barbed wire at the top of the gate. Fencing, where necessary, will be provided per US Army Corps of Engineers FE6 Chain-Link Security Fence Details, attached. Fencing to match existing fencing.
4. Physical copies of the final record (as-built) drawings are required with the physical O&M Manuals, and scans of the record drawings and O&M Manuals are required on thumb drive.
5. Down spouts will routed to the 15" HDPE storm drain to the West and/or North of the building. Exact routing will be noted on the record documents.

200 Sixth Avenue  
Saint Albans, WV 26177

304.727.5501  
304.727.5580 Fax

Buckhannon, WV  
Lexington, KY

[www.chapttech.com](http://www.chapttech.com)



**WV DIVISION OF NATURAL RESOURCES  
WMA STORAGE BUILDINGS**

15015

**3.8 DOOR HARDWARE SCHEDULE, Revised (Replaces previous Article 087100.3.8)**

A. Locksets, exit devices, and other hardware items are referenced in the following hardware sets for series, type and function. Refer to the above-specifications for special features, options, cylinders/keying, and other requirements.

B. Hardware Sets:

**Hardware Group No. 01**

For use on door #(s):

101A            101F                    102B                    102C                    104A                    106B

Each To Have:

Qty		Description	Catalog Number	Finish	Mfr
1	EA	CONT. HINGE	112HD	628	IVE
1	EA	ENTRANCE W/DEADBOLT	L9453T 17A L583-363	626	SCH
1	EA	FSIC CORE	23-030	626	SCH
1	EA	LOCK GUARD	LG1	630	IVE
1	EA	SURFACE CLOSER	4050 SCUSH	695	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	EA	GASKETING	328AA	AA	ZER
1	EA	DOOR SWEEP	8198AA	AA	ZER
1	EA	THRESHOLD	65A-MSLA-10	A	ZER
1	EA	RAIN DRIP	142A	A	ZER

**Hardware Group No. 02**

For use on door #(s):

101B            101C                    101D                    101E                    102A

Each To Have:

Qty		Description	Catalog Number	Finish	Mfr
EA		NOTE	ALL HARDWARE BY DOOR MFR		

**WV DIVISION OF NATURAL RESOURCES  
WMA STORAGE BUILDINGS**

15015

**Hardware Group No. 03**

For use on door #(s):  
103A            104B

**Each To Have:**

Qty		Description	Catalog Number	Finish	Mfr
3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	ENTRANCE LOCK	ND53TD SPA	626	SCH
1	EA	CONVENTIONAL CORE	23-030	626	SCH
1	EA	SURFACE CLOSER	4050 RW/PA	695	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	EA	MOP PLATE	8400 4" X 1" LDW B-CS	630	IVE
1	EA	WALL STOP	WS406/407CCV	630	IVE

**Hardware Group No. 04**

For use on door #(s):  
102D            106A

**Each To Have:**

Qty		Description	Catalog Number	Finish	Mfr
3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	ENTRANCE LOCK	ND53TD SPA	626	SCH
1	EA	CONVENTIONAL CORE	23-030	626	SCH
1	EA	SURFACE CLOSER	4050 RW/PA	695	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	EA	MOP PLATE	8400 4" X 1" LDW B-CS	630	IVE
1	EA	OH STOP	100S	630	IVE

**Hardware Group No. 05**

For use on door #(s):  
107A            108A

**Each To Have:**

Qty		Description	Catalog Number	Finish	Mfr
3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	ENTRANCE W/DEADBOLT	L9453T 17A L583-363	626	SCH
1	EA	FISC CORE	23-030	626	SCH
1	EA	OH STOP	100S	630	GLY
1	EA	SURFACE CLOSER	4050 EDA	695	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	EA	MOP PLATE	8400 4" X 1" LDW B-CS	630	IVE

**WV DIVISION OF NATURAL RESOURCES  
WMA STORAGE BUILDINGS**

15015

**Hardware Group No. 06**

**For use on door #(s):  
105A**

**Each To Have:**

<b>Qty</b>		<b>Description</b>	<b>Catalog Number</b>	<b>Finish</b>	<b>Mfr</b>
3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	PRIVACY LOCK	L9040 17A L583-363 L283-722	626	SCH
1	EA	OH STOP	100S	630	GLY
1	EA	SURFACE CLOSER	4050 RW/PA	695	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	EA	MOP PLATE	8400 4" X 1" LDW B-CS	630	IVE

**End of Section**



**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**

*Roger L. Flint II*

\_\_\_\_\_  
**Authorized Signature**

11/04/2019

\_\_\_\_\_  
**Date**

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

Revised 6/8/2012



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 60130  
 Charleston, WV 25306-0130

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 584107

Doc Description: Addendum No.04; Summersville WMA-Office/Storage Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-10-24	2019-11-04 13:30:00	CRFQ 0310 DNR2000000004	5

**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  
 Gassaway WV 26624-0146  
 (304) 364-5555

**FOR INFORMATION CONTACT THE BUYER**  
 Guy Nisbet  
 (304) 558-2586  
 guy.l.nisbet@wv.gov

Signature X *Roger L. Fintell* FEIN # 55-0728296 DATE 11/04/2019  
 All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

**Addendum**

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

**Request for Quotation  
(Construction Services - Summersville WMA Office/Storage Building Project)**

In accordance with WV Code 5A-3 and WV Code 5-22, The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The WV. Division of Natural Resources (WV DNR) to establish a one-time construction contract for the building of a office/storage building located at Summersville Wildlife Management Area, Summersville, in Nicholas County, West Virginia per the specifications, terms and conditions that are a part of this solicitation and reference herein.

BUYER TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Construction Services	0.00000			

Comm Code	Manufacturer	Specification	Model #
72120000			

**Extended Description :**  
 Construction of a new building for use as offices and storage at the Summersville WMA.

**SOLICITATION NUMBER: CRFQ 0310 DNR2000000004**  
**Addendum Number: No.04**

---

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

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

1. Vendor additional submitted Questions and Agency responses.

No other Changes.

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

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# ATTACHMENT A

**CRFQ DNR 0310 DNR2000000004**  
**Summersville WMA Building**  
**Vendor submitted Questions and Agency Responses**  
**10/23/2019**

1) Does B&O tax apply to this project?

*A. There is no State B&O tax in WV. Contractor is responsible to determine the applicability of any county or city taxes.*

2) Is there a building permit required?

*A. The owner believes that we are exempt from County Building Permit process.*

3) Drawing E2 mentions a 4" conduit for a phone line but does not show where it goes.

*A. The conduit for the telephone line is not required. The telephone service will be overhead.*

4) Please clarify the contractors responsibilities for the new electric service. I assume the contractors work starts at the meter location at the building. The new power pole and overhead service to the building is by the power company?

*A. The Contractor's work responsibility begins at the meter location, but the Contractor shall coordinate service installation with the power company.*

5) Who is responsible for observation/testing during the controlled backfill process?

*A. In accordance with specification Section 312000 – Earth Moving, Article 3.15, the Contractor is responsible for Field Quality Control of the earthwork.*

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

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<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

11/04/2019

\_\_\_\_\_  
Date

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

Revised 6/8/2012



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

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 584107

Doc Description: Addendum No.04; Summersville WMA-Office/Storage Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-10-24	2019-11-04 13:30:00	CRFQ 0310 DNR2000000004	5

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  
 Gassaway WV 26624-0146  
 (304) 364-5555

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

Signature X

FEIN # 55-0728296

DATE 11/04/2019

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



**ADDITIONAL INFORMATION:**

**Addendum**

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

\*\*\*\*\*

**Request for Quotation**  
 (Construction Services - Summersville WMA Office/Storage Building Project)

In accordance with WV Code 5A-3 and WV Code 5-22, The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The WV. Division of Natural Resources (WV DNR) to establish a one-time construction contract for the building of a office/storage building located at Summersville Wildlife Management Area, Summersville, in Nicholas County, West Virginia per the specifications, terms and conditions that are a part of this solicitation and reference herein.

		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Construction Services				

Comm Code	Manufacturer	Specification	Model #
72120000			

**Extended Description :**

Construction of a new building for use as offices and storage at the Summersville WMA.

<b>DNR2000000004</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Addendum No.04; Summersville WMA-Office/Storage Project	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

Subcontractor List Submission (Construction Contracts Only)

**Bidder's Name:** Flint Construction Co., Inc.

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

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
Doss Excavating	WV053375
New Age Construction	WV053208
Webb Plumbing	WV023162
Advanced Electric	WV040624
Dougherty Company Inc.	WV034016

Attach additional pages if necessary