



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

State of West Virginia  
 Request for Quotation  
 09 - Construction

RECEIVED  
 2020 AUG 10 PM 1:11

WV PURCHASING  
 DIVISION

Proc Folder: 752186  
 Doc Description: Cedar Lakes Assembly Hall Expansion  
 Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-16	2020-08-03 13:30:00	CRFQ 1400 AGR2100000001	1

**BID RECEIVING LOCATION**

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

**VENDOR**

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

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X *Charles Moore*

FEIN # **31-1540-659**

DATE **8/10/20**

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Agriculture to establish a contract for construction of an Assembly Hall and Storage Addition to the existing Cedar Lakes Assembly Hall. Pickering Associates is serving as the Architect on this project per the terms and conditions and specifications as attached.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221		STATE FFA-FHA CAMP	
AGRICULTURE DEPARTMENT OF		STATE FFA-FHA CAMP	
ADMINISTRATIVE SERVICES		CEDAR LAKES CONFERENCE CENTER	
1900 KANAWHA BLVD E		82 FFA DR	
CHARLESTON	WV25305-0173	RIPLEY	WV 25271
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cedar Lakes Assembly Hall Expansion				

*SEE EXHIBIT A - PRICING PAGE*

Comm Code	Manufacturer	Specification	Model #
72121200			

**Extended Description :**  
Cedar Lakes Assembly Hall Expansion

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Prebid @ 10:00 AM (ET)	2020-07-23
2	Technical Question Deadline @ 9:00 AM (ET)	2020-07-27

## 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:

West Virginia Department of Agriculture  
Cedar Lakes Conference Center  
82 FFA Drive  
Ripley, WV 25271

DATE: 7/23/2020

TIME: 10:00AM

+

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 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.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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  
Revised 01/09/2020

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: July 27, 2020 at 9:00 AM (ET)

Submit Questions to: **Jessica Chambers**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: [Jessica.S.Chambers@wv.gov](mailto:Jessica.S.Chambers@wv.gov)

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

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

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

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

**SEALED BID:**

**BUYER:** Jessica Chambers

**SOLICITATION NO.:** CRFQ AGR210000001

**BID OPENING DATE:** 08/03/2020

**BID OPENING TIME:** 1:30 PM (ET)

**FAX NUMBER:** (304)558-3970

Revised 01/09/2020

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 \_\_\_\_\_ 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: August 3, 2020 at 1:30 PM (ET)

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 must 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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. 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 \_\_\_\_\_ 210 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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

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

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

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

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

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

WV Contractor's License

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 per occurrence.

**Automobile Liability Insurance** in at least an amount of: 500,000 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.

**Workers Compensation and Employers Liability:**

A. Worker's Liability: \$500,000

B. Stop Gap: \$500,000

**Commercial General Liability: Each Occupancy: \$1,000,000**

Product-Completed Operations Aggregate: \$1,000,000

Personal and ADV Injury: \$1,000,000

**General Commercial Liability: Fire Damage(any one person): \$50,000**

Damage to Rental Premises: \$100,000

Medical Expense (any one person) \$5,000

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:

500 per day \_\_\_\_\_ for until completion of Project

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 01/09/2020

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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- 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.

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

## ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: BBL CARLSON, LLC  
Contractor's License No.: WV- 028886

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

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

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

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

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

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

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

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the 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.



**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.

R. Todd Corey, VICE PRESIDENT  
(Name, Title)  
R. Todd Corey, VICE PRESIDENT  
(Printed Name and Title)  
600 KALAWHA BLVD., EAST-SUITE 200, CHARLESTON, WV 25301  
(Address)  
(304) 345-1300 / (304) 345-1304  
(Phone Number) / (Fax Number)  
tcorey@bblcarlton.com  
(email address)

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

BBL CARLTON, LLC  
(Company)  
Charles Moore, Vice President  
(Authorized Signature) (Representative Name, Title)  
CHARLES MOORE, VICE PRESIDENT  
(Printed Name and Title of Authorized Representative)  
8/10/2020  
(Date)  
(304) 345-1300 / (304) 345-1304  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
Cedar Lakes Assembly Hall Expansion

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**GENERAL CONSTRUCTION SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Agriculture to establish a contract for construction of an Assembly Hall and Storage Addition to the existing Cedar Lakes Assembly Hall. Pickering Associates 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 the construction of a 4,654 sq. ft. Assembly Hall and Storage Addition with block walls, slab-on-grade floor, exposed wood Tudor arch and SIP roof construction, sloping ceilings with acoustical clouds and standing-seam metal roof, all to match existing construction. An operable partition is included, as well as demolition of an existing wood framed classroom building and covered walkway are 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 at least five (5) projects that involved work similar to

REQUEST FOR QUOTATION  
Cedar Lakes Assembly Hall Expansion

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that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

- 4.2. The Vendor will provide resumes for the Project Manager and Project Superintendent for approval before the project begins.
5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Purchase Order.
7. **PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.
- Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.
8. **RETAINAGE:** Agency is entitled to withhold ten percent (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.

**REQUEST FOR QUOTATION**  
**Cedar Lakes Assembly Hall Expansion**

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- 9. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
- 10. SUBSTANTIAL AND FINAL COMPLETION:** Vendor shall achieve substantial completion by 210 calendar days from Notice to Proceed and final completion by 210 calendar days from Notice to Proceed. Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.
- 11. LIQUIDATED DAMAGES:** \$250 per day
- 12. PROJECT PLANS:** Copies of the project plans can be obtained at no cost by visiting <https://www.wvoasis.gov/>
- 13. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.
- 14. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 14.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 14.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 14.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 14.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 14.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION  
Cedar Lakes Assembly Hall Expansion

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**15. MISCELLANEOUS:**

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

Contract Manager: R. Todd COREY

Telephone Number: (304) 345-1300

Fax Number: (304) 345-1304

Email Address: tcorey@bblcarlton.com

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

Name: Cindy Fisher

Telephone Number: (304) 558-2221

Fax Number: (304) 558-2222

Email Address: cfisher@wvda.us

**16. Initial Decision Maker:** Pickering Associates, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.



REQUEST FOR QUOTATION  
Cedar Lakes Assembly Hall Expansion

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**Exhibit A Pricing Page**

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Pickering Associates for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

- a. Base Bid: ONE MILLION TWO HUNDRED EIGHTY TWO THOUSAND AND <sup>00</sup>/<sub>100</sub> dollars  
(\$ 1,282,000<sup>00</sup>), in lawful money of the United States of America.
- b. Alternate 1: Perform the demolition of existing classroom building and walkways: FIFTY SIX THOUSAND & <sup>00</sup>/<sub>100</sub> dollars  
(\$ 56,000<sup>00</sup>), in lawful money of the United States of America.
- c. Alternate 2: construct a two-classroom addition and corridor on the south side of the existing building: FOUR HUNDRED TWENTY SEVEN THOUSAND & <sup>00</sup>/<sub>100</sub> dollars  
(\$ 427,000<sup>00</sup>), in lawful money of the United States of America.
- d. All applicable federal taxes and included and State of West Virginia taxes are included in the Bid Sum.

B. CONTRACT TIME

- a. If this Bid is accepted, we will:
- i. Complete the Work in 210 calendar days from Notice to Proceed

C. ADDENDA

- a. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
- i. Addendum # 1 Dated: 7/27/20
- ii. Addendum # 2 Dated: 7/28/20
- iii. Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_

D. BID FORM SUPPLEMENTS

**REQUEST FOR QUOTATION  
Cedar Lakes Assembly Hall Expansion**

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- a. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
- i. AIA Document A305-Contractor's Qualification Statement
  - ii. AIA Document G705-List of Subcontractors (SEE RFQ SUBCONTRACTOR LIST)
  - iii. Affidavit of Non-Collusion
  - iv. WV Contractor's License
- b. We agree to submit the following Supplements to Bid Forms within 7 days after submission of this bid for additional bid information.
- i. Proof of Liability Insurance naming Owner as additional insured
  - ii. Proof of WV Workers' Compensation
  - iii. Preliminary Schedule
  - iv. AIA Document G703 Schedule of Values

**BID FORM SIGNATURE(S)**

BBL CARLTON, LLC

(Bidder - print the full name of your firm)

Charles Moore, Vice President

(Authorized signing officer, Title)

CHARLES MOORE, VICE PRESIDENT



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.*

---

**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

# 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: BBL GARLTON, LLC

Authorized Signature: Charles Moore Date: 8/10/20

State of WV

County of KALAWHA, to-wit:

Taken, subscribed, and sworn to before me this 10<sup>th</sup> day of AUGUST, 2020.

My Commission expires 11/27, 2021.

**AFFIX SEAL HERE**



**NOTARY PUBLIC**

[Signature]

Purchasing Affidavit (Revised 01/19/2018)



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

**STATE OF WEST VIRGINIA,**  
**COUNTY OF KAWAWHA, TO-WIT:**

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

1. I am an employee of BBL CARLTON, LLC; and,  
(Company Name)
2. I do hereby attest that BBL CARLTON, LLC  
(Company Name)

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

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

Printed Name: CHARLES MOORE  
 Signature: Charles Moore  
 Title: VICE PRESIDENT  
 Company Name: BBL CARLTON, LLC  
 Date: 8/10/20

Taken, subscribed and sworn to before me this 10<sup>TH</sup> day of AUGUST, 2020.

By Commission expires 11/27/2021

(Seal)

[Signature]  
(Notary Public)



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: CRFQ AGR2100000001

Contract Purpose: CEDAR LAKES CONFERENCE CENTER - ASSEMBLY HALL EXPANSION

Agency Requesting Work: AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES

**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.

**\* TO BE SUBMITTED IF AWARDED THE PROJECT**

**Vendor Contact Information:**

Vendor Name: BBL CARLTON, LLC

Vendor Telephone: 304-345-1300

Vendor Address: 600 KALUKHA BLVD., EAST  
SUITE 200  
CHARLESTON, WV 25301

Vendor Fax: 304-345-1304

Vendor E-Mail: tcoreya.bblcarlton.com

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

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

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

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

\_\_\_\_\_ (T)  
Title

Surety Seal (U) \_\_\_\_\_  
(Name of Surety) (V)

\_\_\_\_\_ (W)  
Attorney-in-Fact

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

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

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

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

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

NOW THEREFORE,

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

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

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

Principal Seal

\_\_\_\_\_  
(Name of Principal)

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

\_\_\_\_\_  
(Title)

Surety Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

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



**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 type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

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

BBL CARLTON, LLC  
\_\_\_\_\_  
Company

*Charles Moore*  
\_\_\_\_\_  
Authorized Signature

8/10/20  
\_\_\_\_\_  
Date

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

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 10th day of August, 2020

BBL-Carlton, LLC  
(Name of Organization)

Charles Moore, Vice President  
(Title of Person Signing)

Charles Moore  
(Signature)

ACKNOWLEDGEMENT

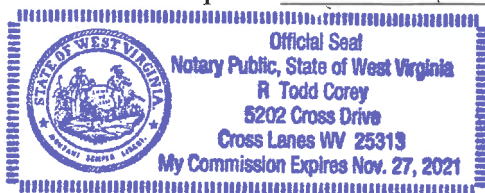
STATE OF West Virginia )  
 ) ss  
COUNTY OF Kanawha )

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 10th day of August, 2020.

[Signature]  
Notary Public Signature

My Commission Expires: November 27, 2021



# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV028886

**Classification:**  
GENERAL BUILDING

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


**Date Issued**

SEPTEMBER 08, 2019

**Expiration Date**

SEPTEMBER 08, 2020

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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

**BID BOND**

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Cedar Lakes Assembly Hall Expansion, Cedar Lakes Conference Center, 82 FFA Drive, Ripley, WV, General Construction

NOW THEREFORE,

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

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Oblige 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 10th day of August, 2020.

Principal Seal

BBL-Carlton, LLC

(Name of Principal)

By 

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

David F. Meszler, Sr. Vice President

(Title)

Surety Seal

Travelers Casualty and Surety Company of America  
(Name of Surety)

  
T. M. Tyrrell, Attorney-in-Fact

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

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

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

State of New York,  
County of Albany} <sup>ss</sup>

On this 10th day of August, 2020, before me personally appeared David F. Meszler, to me known, who, being by me duly sworn, did depose and say that he/she resides in Altamont, New York; that he is the Sr. Vice President of BBL-Carlton, LLC, a Limited Liability Company, the Company described in and which executed the foregoing instrument; that he executed the foregoing instrument as the act and deed of said Company; and that he had the requisite authority to do so.



Albany County  
Comm. Exp. 10/31/2022

**SURETY COMPANY'S ACKNOWLEDGMENT**

State of New York,  
County of Albany} <sup>ss</sup>

On this 10th day of August, 2020, before me personally appeared T. M. Tyrrell; to me known, who, being by me duly sworn, did depose and say that he/she resides in Albany, New York; that he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, Connecticut, a corporation, created, organized and existing under and by virtue of the laws of the state of Connecticut, upon oath did say that the corporate seal affixed to the attached instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by the authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.



Albany County  
Comm. Exp. 10/31/2022

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2019

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 90,238,215	UNEARNED PREMIUMS	\$ 1,079,715,557
BONDS	3,590,884,327	LOSSES	772,047,572
STOCKS	297,933,044	LOSS ADJUSTMENT EXPENSES	174,714,866
INVESTMENT INCOME DUE AND ACCRUED	37,250,410	COMMISSIONS	46,970,467
OTHER INVESTED ASSETS	3,986,514	TAXES, LICENSES AND FEES	14,728,588
PREMIUM BALANCES	263,364,263	OTHER EXPENSES	43,134,646
NET DEFERRED TAX ASSET	62,134,926	CURRENT FEDERAL AND FOREIGN INCOME TAXES	12,674,197
REINSURANCE RECOVERABLE	31,203,529	REMITTANCES AND ITEMS NOT ALLOCATED	17,964,746
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	3,732,602	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	26,565,278
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,831,826	RETROACTIVE REINSURANCE RESERVE ASSUMED	826,255
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	567,396	POLICYHOLDER DIVIDENDS	11,482,845
OTHER ASSETS	3,574,968	PROVISION FOR REINSURANCE	9,837,205
		ADVANCE PREMIUM	2,140,883
		PAYABLE FOR SECURITIES LENDING	3,732,602
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,059,812
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,937
		TOTAL LIABILITIES	\$ 2,263,017,456
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,683,400,604
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,123,684,564
TOTAL ASSETS	\$ 4,386,702,020	TOTAL LIABILITIES & SURPLUS	\$ 4,386,702,020

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

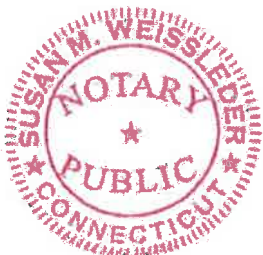
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2019.

*Michael J. Doody*  
 VICE PRESIDENT - FINANCE

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 26TH DAY OF MARCH, 2020

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





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

**POWER OF ATTORNEY**

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

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



State of Connecticut  
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2021



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this 10th day of August, 2020



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

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

# AIA<sup>®</sup> Document A305™ – 1986

## Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

**SUBMITTED TO:** Jessica Chambers, Buyer  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**SUBMITTED BY:** BBL, LLC

**NAME:** Kevin J. Gleason

**ADDRESS:** 302 Washington Ave. Ext, Albany, NY 12203

**PRINCIPAL OFFICE:** 302 Washington Ave. Ext., Albany, NY 12203

- Corporation
- Partnership
- Individual
- Joint Venture
- Other Limited Liability Company

**NAME OF PROJECT** (if applicable):

Cedar Lakes Assembly Hall Expansion  
Ripley, WV

**TYPE OF WORK** (file separate form for each Classification of Work):

- General Construction
- HVAC
- Electrical
- Plumbing
- Other (please specify)

### § 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 1973

§ 1.2 How many years has your organization been in business under its present business name? 1999

§ 1.2.1 Under what other or former names has your organization operated?

Barry, Bette & Led Duke, Inc.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.



§ 1.3 If your organization is a corporation, answer the following:

- § 1.3.1 Date of incorporation: 5/4/1999
- § 1.3.2 State of incorporation: New York
- § 1.3.3 CEO's name: Kevin J. Gleason
- § 1.3.4 Vice-president's name(s)

BBL Construction Services, LLC – Jonathan deForest  
BBL Carlton, LLC - Charles Moore

- § 1.3.5 Secretary's name:
- § 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

- § 1.4.1 Date of organization:
- § 1.4.2 Type of partnership (if applicable):
- § 1.4.3 Name(s) of general partner(s)

Not Applicable

§ 1.5 If your organization is individually owned, answer the following:

- § 1.5.1 Date of organization:
- § 1.5.2 Name of owner:

Not Applicable

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

BBL, LLC

Kevin J. Gleason  
Stephen Obermayer  
Paul Trigger  
Jonathan deForest

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

See Attachment "A"

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Not Applicable

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

General Construction Services to include sitework, concrete, masonry, rough and finish carpentry.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

Aside from the normal unavoidable insurance claims, regulatory-type claims and those matters arising from the inherent complexities of public involvement contracts in some jurisdictions, such matters are few, of little importance and of no consequence for the proposed project (specific details on request).

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

Yes-only if final payment after contract completion where Owner withheld funds.

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See Attachment "B"

§ 3.4.1 State total worth of work in progress and under contract:

See Attachment "C"

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See Attachment "D"

§ 3.5.1 State average annual amount of construction work performed during the past five years:

See Attachment "E"

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Attachment "F"

## § 4. REFERENCES

### § 4.1 Trade References:

Glenville State College, 200 High Street, Glenville, WV 26351 Attn: Thomas Ratliff, Executive Director of Work Force & Community Development

Huntington National Bank, Mr. Ed Hicks, Facilities Manager, 1905 1<sup>st</sup> Avenue, Nitro, WV 25143

Brickstreet Insurance, 400 Quarrier Street, Charleston, WV 25301, Attn: Greg Burton, 866-452-7425

Kanawha County Commission, Mr. W. Kent Carper, President, 407 Virginia Street, East, Charleston, WV 25301, 304-357-0100

Mr. Fred Albert, President, AFT of WV, 1615 Washington St, East, Suite 300, Charleston, WV 25311 304-344-2679

Mr. Bob Brown, Treasurer, Reconnecting McDowell, 1615 Washington St. East, Charleston, WV 25311

304-541-2110

Charleston Area Medical Center, Mr. David Childers, Corporate Director of Construction Services, 3100 MacCorkle Ave., SE, Charleston, WV 25304 304-388-4930

West Virginia Health Right, Dr. Angie Settle, CEO, DNP, APRN, BC, FNP, 1520 Washington St. East, Charleston, WV 25311, 304-414-5931

**§ 4.2 Bank References:**

United Bank, 500 Virginia Street East, Charleston, WV 25301, David Mills, Vice President, 304-348-8409

Key Bank, NA, 66 South Pearl Street, 6<sup>th</sup> Floor, Albany, NY 12207, Attn: Mr. Joe Bucciero, Sr., VP, Commercial Banking Officer 518-257-8415

Huntington National Bank, 500 Lee Street, Suite 1400, Charleston, WV 25301 Mr. Chad Prather, Regional President / WV Region 304-348-4537

**§ 4.3 Surety:**

**§ 4.3.1 Name of bonding company:**

Travelers Insurance Company

**§ 4.3.2 Name and address of agent:**

Arthur J. Gallagher & Company, PO Box 1099, 677 Broadway, Albany, NY 12201 Attn: Charles Leach

**§ 5. FINANCING**

**§ 5.1 Financial Statement.**

**§ 5.1.1** Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

**§ 5.1.2** Name and address of firm preparing attached financial statement, and date thereof:

See Attachment "E"

**§ 5.1.3** Is the attached financial statement for the identical organization named on page one?

Yes

**§ 5.1.4** If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

Not Applicable

**§ 5.2** Will the organization whose financial statement is attached act as guarantor of the contract for construction?

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**User Notes:**

(1769353537)

Yes

§ 6. SIGNATURE

§ 6.1 Dated at this 5 day of August 2020

Name of Organization: BBL, LLC

By:

Title: Kevin J. Gleason, Authorized Agent

§ 6.2

Mr. Kevin J. Gleason being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 5 day of August 2020

Notary Public: Barbara A. Lawrence

My Commission Expires: 03-18-2022

Barbara A. Lawrence  
Notary Public - State of New York  
No. 01LA6071314  
Qualified In Schenectady County  
My Commission Expires 03/18/2022

# AIA A305: Attachment A

2.1. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

STATE	TYPE	LICENSE NUMBER	EXPIRATION
Connecticut	Major Contractor	MCO.0902471	6/30/2020
Delaware	Contractor Non-Resident	2006213663	12/31/2020
Florida	General Contractor	CGC1504932	8/31/2020
Georgia	General Contractor	GCCO002450	6/30/2020
Iowa	General Contractor	C112615	3/14/2020
Kentucky	General Contractor's license is not required		
Louisiana	Building Construction	41054	8/4/2020
Maine	General Contractor's license is not required		
Maryland	General Contractor's license is not required		
Massachusetts	General Contractor's license is not required		
New Hampshire	General Contractor's license is not required		
New Jersey	General Contractor's license is not required		
New York	General Contractor's license is not required		
North Carolina	General Contractor	53509	12/31/2019
Ohio	General Contractor's license is not required		
Pennsylvania	General Contractor's license is not required		
Rhode Island	Contractor's license is required for residential building only.		
South Carolina	Group 5 Unlimited	1032949	10/31/2020
Texas	General Contractor's license is not required		
Vermont	General Contractor's license is not required		
Virginia	Class A Contractor	2705103565	3/31/2020
West Virginia	General Building	WV028886	9/8/2020

## ATTACHMENT B

### BBL Carlton West Virginia Construction Projects in Progress / Contract Over \$500,000

Project Name	Owner	Architect	Project Value	% Complete	Scheduled Completion
CAMC Memorial Hospital Pharmacy Renov.	CAMC Hospital	Stantec	\$ 2,955,775	90%	September-20
CAMC Memorial Hospital 6th Floor Front Fit-Out	CAMC Hospital	ZMM, Inc.	\$ 10,937,740	15%	May-21
East Main State Capitol Restroom Renovations	State of WV - General Services	Michael Baker	\$ 2,946,584	45%	April-21
CAMC Memorial Hospital Cardiac Imaging Cntr.	CAMC Hospital	Pickering Associates	\$ 1,995,000	40%	November-20
		<b>Total Value of Work</b>	<b>\$ 18,835,099</b>		

# AIA A305: Attachment B | Current Projects

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

PROJECT NAME / LOCATION	DESCRIPTION / GENERAL SCOPE	CLIENT	ARCHITECT	CONTRACT AMOUNT	% COMPLETE	COMP. DATE
OGS DOCCS Training Academy	New Dormitory Housing, Gymnasium, Armory and renovations	NYS Office of General Services	EYP Architects	34,000,000	21%	3/2022
PCI Medical Pavilion II	Design-build 98,000 sf, 3-story multi-tenant medical office building	PCI Regional Medical Mall, LLC	HCP Architects, LLP	19,596,000	74%	1/2020
15 & 25 Starbuck Apartments	Construction of 119,600 sf, 100-unit, 4-story apartment complex	South Island Apartments, LLC	HCP Architects, LLP	16,835,000	53%	3/2020
20 Starbuck Apartments	Construction of 84-Unit, 105,000 sf, 4-story apartment building	South Island Apartments, LLC	HCP Architects, LLP	16,119,000	1%	12/2020
Medstar Health MOB	Construction of 3-story, 51,000 sf MOB	MedStar Health	HCP Architects, LLP	15,348,000	6%	8/2020
Mill Lane Mixed Use	Renovation & construction of 5-story, office/retail/apartment building	110 State Street, LLC	Re4orm Architecture	15,208,000	24%	7/2020
30 Starbuck Apartments	Construction of 119,600 sf, 76-unit, 4-story apartment complex	South Island Apartments, LLC	HCP Architects, LLP	15,045,000	12%	6/2020
Titusville Hyatt Place Hotel	Construction of new 5-story, 118 room hotel	BBL Florida Hotel Group, LLC	HBT Architects	14,885,000	50%	12/2019
Mosaic Village	4 Story, 68 Unit building for autism including child day care facility			14,703,000	60%	3/2020
Saratoga Partners N Malta Med Assoc	Design and construction of 40,000 sf, 2-story medical office building	Saratoga Partners North Realty, LLC	HCP Architects, LLP	14,568,000	1%	9/2020
123 Everett Road MOB	Construction of new 54,000, 2-story medical office building	125 Everett Rd RE Group, LLC	HCP Architects, LLP	14,076,000	90%	11/2019
Mill Hill Senior Housing	Construction of 92-unit senior living facility with clubhouse & garages	Summit Senior Living< LLC	Harris, Sanders Architects PC	14,000,000	73%	11/2019
Saranac Lake Resort	Construction of 67,820 sf, 4-story, wood framed, 92-room hotel	Saranac Lake Resort	Baskervill	13,940,000	9%	7/2020
North Poughkeepsie ShopRite	Construction of new 65,000 sf grocery store	ShopRite Supermarkets, Inc	Rosenbaum Design Group	10,000,000	1%	12/2020
1766 Route 9 MOB	Design and construction of 40,000 sf, 2-story medical office building	1766 Route 9 RE Group, LLC	HCP Architects, LLP	9,810,000	1%	4/2020
Capital Region BOCES	Construction of 42,000 sf, 2-story educational facility	10C Airline Properties, LLC	HCP Architects, LLP	9,650,000	6%	7/2020
Renaissance Village Reconnect	Design & construction of 16-unit apartment building with retail	Reconnecting McDowell, Inc	Aric Margolis Architecture	6,980,000	21%	7/2020
Fayetteville Honda	Construction of new, 25,000 sf Honda Dealership w/ site improvements	Friendly Auto Group	Zausmer-Frisch Architects	5,610,000	93%	10/2019
Metropolitan Vascular Institute	Construction of 20,500 sf shell and multiple medical tenant fit-ups	WTP, LLC	HCP Architects, LLP	5,025,000	4%	7/2020
Parsons Residential Treatment	Construction of 12,700 sf residential treatment center	Parsons Child & Family Center	WCGS Architects	5,024,000	7%	6/2020
KCSD -2nd Century HS Addition	300,000 sf renovation and new addition on the high school campus	Kingston City School District	KSQ Architects PC	4,485,000	83%	1/2020
ShopRite Office Renovations	Renovation of 35,000 sf interior offices and HVAC upgrades	ShopRite Supermarkets, Inc	Rosenbaum Design Group	4,250,000	2%	2/2020
Ortho Associates Crestview MOB	Design/Build free standing, 1-story, 13,888 sf MOB	Crestucky Holdings, LLC	HCP Architects, LLP	3,550,000	1%	6/2020
Word of Life Girls Dorm	New 104-bed girls dormitory	Word of Life	HCP Architects, LLP	3,549,000	79%	10/2019
989 Route 146 MOB	Demo of existing building and construction of 3 new wood framed MOB	CCA Med, LLC	HCP Architects, LLP	3,310,000	75%	10/2019
Peregrine Addition Clifton Park	Construction of 15-room, 8,300 sf addition to memory care facility	VS Clifton Park, LLC	Dalpos Architects	2,202,000	1%	8/2020
BPS Schenectady	Modifications & site improvements of 29,000 sludge treatment facility	BPS Schenectady sPV1, LLC	WCGS Architects	1,914,000	53%	11/2019

BBL's maintains approximately 100 projects in process at all times with values ranging from \$50,000 to \$100,000,000. A complete list is available upon request.

## AIA A305: Attachment B | Current Projects

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

PROJECT NAME / LOCATION	DESCRIPTION / GENERAL SCOPE	CLIENT	ARCHITECT	CONTRACT AMOUNT	% COMPLETE	COMP. DATE
Word of Hungary Dorm Reno	Renovation of existing 7-room dormitory	Word of Life	HCP Architects, LLP	1,792,000	68%	10/2019
GT Toyz	Renovation of 8,200 sf pre-engineered metal building	Goldstein Auto Group	SRA Architects	1,436,000	24%	12/2019
Travelers Glens Falls	Renovation of 46,000 sf office building	The Travelers Indemnity Company	Carry D McLain	1,319,000	57%	12/2019
St Mary's Hospital Pharmacy	Renovation of 3,300 sf hospital pharmacy	St Mary's Hospital	Chianis Anderson Architects, PLLC	1,284,000	1%	6/2020

BBL's maintains approximately 100 projects in process at all times with values ranging from \$50,000 to \$100,000,000. A complete list is available upon request.



## AIA A305: **Attachment C**

3.4.1. State total worth of work in progress and under contract:

As of August 2019:

Total Contract Amount      \$ 1,175,473,000

Total Completed to Date      \$ 562,972,000

Total Uncompleted Work      \$ 612,501,000

## ATTACHMENT D

### BBL Carlton West Virginia Completed Projects Over \$500,000

Project Name	Owner	Architect	Project Value	Date Completed	% Work by Own Forces
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#### 2020

Marion Unity Apartment Kitchen Replacement	Unity Housing, Inc.	N/A	\$ 555,125	August-20	90
Renaissance Village, Welch, WV	Reconnecting McDowell	Aric Margolis Architect	\$ 7,179,367	June-20	30
South Parkersburg Unity Plaza Renovation	Unity Housing, Inc.	N/A	\$ 625,903	April-20	75
CAMC MH Hospice 4-North Renovation	CAMC Hospitals	Bastian & Harris	\$ 923,947	April-20	75

#### 2019

Starbucks for CAMC Hospital, Charleston, WV	CAMC Hospital	Pickering Associates	\$ 1,160,060	July-19	40
Embassy Suites Concrete & Demolition	Reliance Construction	C+TC Design Studio	\$ 1,173,716	October-19	100
MSOS - Renov. for New Medical Facility KC	OMS Peroperties	ZMM Architects	\$ 1,611,750	March-19	40
Operators Union Office Renov., Beckley, WV	LU 132	Aric Margolis Architect	\$ 641,231	May-19	75

#### 2018

CAMC General Hospital Elevator Modernization	CAMC	BSA Life Structures	\$ 1,034,561	May-18	50
Interior Fit-Out for N3 at Building 2000	WV Regional Tech. Park	Watkins Design Works	\$ 2,417,129	June-18	40
Charleston Civic Center Renovations	City of Charleston	ZMM Architects	\$ 97,640,813	October-18	25
WVDOH Mason County DOH Headquarters	WV Division of Highways	ZMM Architects	\$ 5,599,884	October-18	30

#### 2017

University of Charleston Innovation Center	University of Charleston	Pickering Associates	\$ 16,400,000	January-17	30
WV State Senate Restroom Renovations	State of WV - Senate	N/A	\$ 964,674	December-17	40
Sky Zone Trampoline Park	Fitness, Fun & Freedom	Aric Margolis Architects	\$ 995,836	November-17	30

#### 2016

Roof & HVAC Renovations	Elm Investments, LLC	ZMM Architects	\$ 775,186	December-16	35
Imperial Towers Balcony Repairs	Imperial Towers	N/A	\$ 581,939	December-16	100
CAMC Steam Utilities	CAMC	Kreps & Zachwieja	\$ 742,317	September-16	40
CAMC Teays Valley Hospital Cysto Room	CAMC	ZMM Architects	\$ 1,390,824	September-16	25
CAMC Memorial Hospital Expansion Project	CAMC	BSA Life Structures	\$ 24,140,403	July-16	20
CAMC WOB - MDS Suite Renovation	CAMC	Aric Margolis Architecture	\$ 512,137	April-16	25
Bayer Heritage FCU Renovation	Bayer Heritage FCU	N Visions Architects	\$ 1,556,881	April-16	20
Laury's Restaurant Renovation	Laury's Restaurant	N/A	\$ 511,710	June-16	30

#### 2015

St. Mary's High School - CM Services	Pleasants County Schools	Blackwood Associates	\$ 1,033,936	August-15	0
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Project Name	Owner	Architect	Project Value	Date Completed	% Work by Own Forces
Marshall University Engineering Complex	Marshall University	Bastian & Harris	\$ 49,568,025	July-15	20
Charleston Correctional Center	WV Division of Corrections	Silling Associates	\$ 8,383,898	February-15	25
Renovations to Building 770 WVRTP	WV HEPC	Alpha Associates, Inc.	\$ 11,284,552	November-15	30

#### 2014

CAMC Women & Children's NICU Renovation	CAMC	BSA Life Structures	\$ 1,086,344	August-14	20
Glenville State College - Pioneer Center	Glenville State College	Associated Architects	\$ 23,148,415	September-14	25
Smith Fasteners Warehouse & Office Building	Smith Fasteners	Associated Architects	\$ 6,298,890		25

#### 2013

Fort Gay K-8 School	Wayne County Schools	ZMM	\$ 9,894,803	August-13	25
Putnam County Animal Shelter	Putnam County Commission	Silling Associates	\$ 2,063,808	October-13	30
KVCTC & HEPC Building Additions & Renov.	HEPC/KVCTC	Omni Associates	\$ 30,304,166	October-13	30
Arnoldsburg Elementary School	Calhoun County Schools	Williamson Shriver	\$ 6,344,800	December-13	25
Sheraton Four Points Hotel Renovation	BBL Carlton Hotel, LLD	HBT Architects	\$ 18,444,000	December-13	25
Donel Kinnard Veterans Cemetery	WV Div. of Veterans Affairs	Blackwood Associates	\$ 12,567,255	October-12	30
Recovery Sports Grill	BBL Carlton Hotel, LLC	HPT Architects	\$ 1,800,000	October-12	30

#### 2011

New Residence Hall - Design/Build	Glenville State Housing Corp.	Associated Architects	\$ 23,000,000	January-11	30
One Day Surgery Expansion - St. Francis	Thomas Memorial Hospital	Kreps & Zachawieja	\$ 1,428,178	January-11	40
Charleston Roof & Energy Recovery	GSA	HDM Associates, Inc.	\$ 4,576,725	October-11	20
CAMC General - 2nd Floor Ortho Trauma	Charleston Area Medical Cntr.	Associated Architects	\$ 747,850	October-11	25

#### 2010

Southside Elem. & Huntington Middle School	Cabell County Brd of Ed	ZMM, Inc.	\$ 13,103,845	July-10	25
Mildred Mitchell Bateman Hospital Renovation	WVHHR	Blackwood Associates	\$ 4,936,361	February-10	15
WVANG Maintenance Hangar Replacement	WV Air National Guard	The Benham Companies	\$ 16,921,998	October-10	15
UC Dormitory & Parking Garage	University of Charleston	Associated Architects	\$ 21,575,287	March-10	15
Kureha PGA - Concrete Package	Kureha PGA	CH2MHill	\$ 3,965,029	March-10	80
Alpha & Bravo Building Renovations	Kanawha County Comm.	Associated Architects	\$ 7,422,604	April-10	20
Veolia-Kyger Creek Filter Press	Veolia Environmental	Pickering Associates	\$ 931,215	January-10	50
CAMC Memorial Structural Repairs	CAMC Hospital	BSA	\$ 784,994	December-10	100

#### 2009

Chief Logan Recreational Facility	WVDNR Parks & Recreation	Associated Architects	\$ 5,587,000	December-09	20
Bayer Control Room Building 205	Bayer Material Science	Associated Architects	\$ 514,000	March-09	25
St. Mary's Medical Center Gift Shop Renovation	St. Mary's Medical Center	Kreps & Zachawieja	\$ 1,193,000	April-09	25
Yeager Hydrogen Fueling Station	RDS	Parsons	\$ 534,000	July-09	50

Project Name	Owner	Architect	Project Value	Date Completed	% Work by Own Forces
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**2008**

Point Pleasant HS Renovation & Addition	Mason County Brd of Ed	Architectural Vision Group	\$ 22,000,000	August-08	25
Kroger E-813	The Kroger Company	Loia Roof & Associates	\$ 6,433,500	January-08	5
Mason County Career Center Renovation	Mason County Brd of Ed	Architectural Vision Group	\$ 4,537,900	August-08	20
Barboursville Middle School	Cabell County Brd of Ed	ZMM, Inc.	\$ 8,308,000	October-08	20
Hurricane Marketplace Shops	Hurricane Marketplace, LP	Studio 7, PLLC	\$ 3,000,000	February-08	35
Triana Energy-The Equities Bldg	Triana Energy	Associated Architects	\$ 7,600,000	October-08	30
CAMC Operation Room Addition	CAMC	Associated Architects	\$ 1,753,200	February-08	15
St. Mary's Medical Ctr Parking Garage	St. Mary's Medical Center	Associated Architects	\$ 6,300,000	September-08	20
Yeager Airport RAC Parking Garage	Central WV Airport Authority	Associated Architects	\$ 4,694,600	October-08	15
Boilermaker's Local Meeting Hall	Boilermaker's Local 667	Associated Architects	\$ 770,000	June-08	20
Kanawha Mall Renovations	Simpson Properties	Associated Architects	\$ 1,306,300	September-08	15

**2007**

CMC Housing	CMC Corporation	Associated Architects	\$ 1,554,990	July-07	15
Brickstreet Insurance Headquarters	Brickstreet Insurance	Associated Architects	\$ 13,121,700	October-07	20
University of Charleston Wellness Center	University of Charleston	Associated Architects	\$ 1,502,000	February-07	25
Valley Dale Big Otter Elementary	Clay Co Brd of Education	ZMM, Inc.	\$ 6,602,400	July-07	25
Southern WV Community College	So. WV Community College	Paul Marshall Arch & Eng	\$ 7,882,500	May-07	15
Dow Operation Control Room Building	Dow Chemical Company	Associated Architects	\$ 750,000	January-07	40

**2006**

Wahama Junior/Senior High School	Mason County Board of Ed.	Architectural Vision Grp	\$ 5,123,000	November-06	25
Hannan Junior/Senior High School	Mason County Board of Ed.	Architectural Vision Grp	\$ 4,461,000	August-06	25
Fire/Crash Rescue Station	WV Air National Guard	Associated Architects	\$ 4,545,000	September-06	35
Diamond Electric Warehouse Addition	Diamond Electric	Associated Architects	\$ 1,200,000	September-06	60
BPH Laboratory Services	WV DHHR	ME Consulting Engineers	\$ 991,000	December-06	15
University of Charleston Middle Hall Phs 2	University of Charleston	Associated Architects	\$ 4,228,000	August-06	30
Wayne Elementary School	Wayne Co Board of Ed.	ZMM	\$ 6,495,000	August-06	30
City of Charleston Baseball CM Package	City of Charleston	HNTB Sport Arch.	\$ 1,190,980	July-06	65
Alcon Manufacturing Foundations	Alcon Manufacturing	Ed Tucker Architects	\$ 545,300	July-06	100
Metro 911 Call Center	Kanawha Co. Commission	Kreps & Kreps	\$ 3,575,000	May-06	30
HIMG Medical Mall	Tri-State Ventures	Associated Architects	\$ 12,088,800	January-06	40
University of Charleston Middle Hall Phs1	University of Charleston	Associated Architects	\$ 6,174,000	August-06	40
WVANG - Maintenance Facility Phase 3	WV Army National Guard	Omni Associates	\$ 12,589,700	December-06	30
UC Laidley Field Renovations	University of Charleston	Associated Architects	\$ 1,200,000	September-06	30
UC Blackwell Field Renovations	University of Charleston	Associated Architects	\$ 1,798,000	May-06	20

Project Name	Owner	Architect	Project Value	Date Completed	% Work by Own Forces
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**2005**

City of Charleston Baseball CM Package	City of Charleston	HNTB Sport Arch.	\$ 1,190,980	April-05	40
King's Daughters Med Ctr Prk Garage	King's Daughters MC	Associated Architects	\$ 5,391,224	May-05	30
Baseball Stadium - Seating Package	City of Charleston	HNTB Sport Arch.	\$ 4,152,565	May-05	40
Metro 911 Call Center	Kanawha Co. Commission	Kreps & Kreps	\$ 3,575,000	April-05	30
Kanawha Co. Judicial Annex Renovations	Kanawha Co. Commission	Buchart Horn, Inc.	\$ 9,677,500	February-05	65

**2004**

Huntington Banks Morgantown Renovation	Huntington National Bank	NA	\$ 521,680	May-04	80
St. Francis Hospital MRI Renovation	St. Francis Hospital	Associated Architects	\$ 900,373	June-04	30
Alcon Manufacturing Foundations	Alcon Manufacturing	Ed Tucker Architects	\$ 545,300	December-04	90
Diamond Electric Plant Expansion	Diamond Electric Mnftng.	Associated Architects	\$ 2,596,000	June-04	50
UC New Residence Hall - Cnst. Management	University of Charleston	Associated Architects	\$ 1,374,289	May-04	25

## AIA A305: Attachment D | Completed Projects

3.5 On a separate sheet, list major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

PROJECT NAME / LOCATION	CLIENT	ARCHITECT	CONTRACT AMOUNT	COMP. DATE
Charleston Civic Center Expansion	City of Charleston	ZMM, Inc.	97,645,000	2018
SPHP - Troy Campus MHP	St. Peters Health Partners	Freeman White	74,150,000	2018
Kartrite Hotel & Water Park	Concord HWP, LL	ADCI	30,000,000	2018
Myrtle ave Medical Office Building Park South	Albany Medical Center	HCP Architects, LLP	27,520,000	2016
CAMC Memorial Hospital	CAMC Memorial Hospital	BSA Life Structures Inc.	24,140,000	2016
CRHC - Monroe	CRH Realty III, LLC	HCP Architects, LLP	22,230,000	2017
Myrtle Ave Parking Garage	Albany Medical Center	HCP Architects, LLP	22,190,000	2016
CRHC - Rockland	CRHC Realty	HCP Architects, LLP	20,875,000	2016
Regeneron B85 PA 6 Expansion	Regeneron Pharmaceuticals, Inc	Stantec	20,060,000	2016
Clinton Plaza Apartments	TMG-NY II, LP	QPK Design, LLP	19,500,000	2017
The News Loft Apartments 501 Broadway	The Rosenblum Companies	Balzer & Tuck Architecture	18,910,000	2018
Park South Mixed Use	Tri-City Rentals	HCP Architects, LLP	18,759,000	2017
Austin Skilled Nursing Facility	The Centers of Central Texas RE	HCP Architects, LLP	17,562,000	2019
Eden Hill Nursing Facility	Eden Hill SNF, LLC	HCP Architects, LLP	16,345,000	2017
Cedar Park MOB	Pediatric Subspecialty Land Co. North	HCP Architects, LLP	15,580,000	2016
Park South - Tri-City Bldg#2	Park South Partners, LLC	HCP Architects, LLP	14,545,000	2018
Colonie Senior Housing	Colonie Senior Service Centers	Woodward, Connor, Gilles, Seleman	14,030,000	2017
ShopRite Camel	ShopRite Supermarkets, LLC	Rosenbaum Design Group	13,760,000	2019
Bexley Ranch SpringHill Suites	Tampa Hotel Group, LLC	HBT Architects	13,500,000	2018
Croton on Hudson ShopRite Remodel	ShopRite Supermarkets	Rosenbaum Design Group	13,100,000	2017
Marriott Courtyard Clifton Park	Clifton Park Hotel Partners, LLC	HBT Architects	11,890,000	2016
Post Acute Medical Dover	PAM Dover DEIRF, LP	TKS Architects	11,333,000	2019

# AIA A305: Attachment D | Completed Projects

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PROJECT NAME / LOCATION	CLIENT	ARCHITECT	CONTRACT AMOUNT	COMP. DATE
Warwick ShopRite Remodel	ShopRite Supermarkets	Rosenbaum Design Group	11,175,000	2017
Utica College Student Housing	Utica Property Development, LLC	HBT Architects	11,100,000	2019
CCP - Clifton Park	Columbia Development	HCP Architects, LLP	11,045,000	2016
At Hudson Park Apartments	CDREIT, LLC	3t Architects	10,945,000	2019
NYS OCFS Training Center	Turnpike Redevelopment Group, LLC	HCP Architects, LLP	10,775,000	2019
TRU by Hilton Middletown, NY	Assetz, LLC	HBT Architects	10,518,000	2019
LIA Honda of Kingston	Lia Kingston, LLC	Stuart Romm Architecture	10,440,000	2018
Parsons Behavioral Health Center	Parsons Child & Family Center	WCGS Architects	10,140,000	2019
Northway Toyota	Albany T, LLC	Stuart, Romm Architecture	9,060,000	2019
North Greenbush ShopRite	ShopRite Supermarkets	Rosenbaum Design Group	8,300,000	2017
PCI MPII Parking Garage	PCI Parking Garage, inc.	HCP Architects, LLP	8,270,000	2019
Tru by Hilton Chiscopee	8K Investments	HBT Architects	8,120,000	2018
Zen Project Interior Package	CNSE	EYP Architects & Engineering	8,028,000	2017
Northway Church	Northway Church	Reform Architecture	7,750,000	2018
Kensley Senior Apartments	Renssco Development Inc.	Harris A Sanders Architects PC	6,895,000	2017
South Florida Ortho MOB	SFO Holdings, LLC	HCP Architects, LLP	6,825,000	2018
LaGrangeville ShopRite	ShopRite Supermarkets	Rosenbaum Design Group	6,600,000	2017
Mohawk Hudson Humane Society	Mohawk Hudson Humane Society	HCP Architects, LLP	6,540,000	2017
SPHP-Tallowood	St Peters Health Partners	Hyman Hayes Associates	6,140,000	2017
Albany Med Latham MOB	Albany Medical Center	HCP Architects, LLP	6,101,000	2018
WV DOH Mason County HQ Building	WV DOT Division of Highways		5,655,000	2018
SUNY IT Quad C Cleanrooms	Fort Schuyler	M&W Zander Architects	5,055,000	2019
Curaleaf Grow Expansion	Curaleaf	Rovetto Design	4,764,000	2019
Park South Apt Bldg #4	Park South Partners, LLC	HCP Architects, LLP	4,590,000	2017
Stoneledge Apartments II	Stoneledge LLC	Cotler Architecture	4,365,000	2017
SUNY ETEC Building	SUNY Albany	Cannon Design	4,099,000	2019
Lia Toyota of Rockland	Lia Auto Group	Stuart, Romm Architecture	3,985,000	2019
LaFarge Stacker/Reclaimer	LaFarge Holcim		3,770,000	2019

## AIA A305: Attachment D | Completed Projects

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PROJECT NAME / LOCATION	CLIENT	ARCHITECT	CONTRACT AMOUNT	COMP. DATE
Smile Lodge Sedation Center	The Smile Lodge, PC	HCP Architects, LLP	3,538,000	2019
Park South Apt Bldg #5	Park South Partners, LLC	HCP Architects, LLP	3,490,000	2017
Recovery Sports Grill Chesapeake, VA	Recovery Sports Grill Chesapeake, LLC	HCP Architects, LLP	3,388,000	2019
Goldstein Collision Center	Goldstein Auto Group	Syvertsen, Rigosu Architects	3,375,000	2018
Best Western Addition Troy	Best Western Franklin Square Inn	HBT Architects	3,310,000	2017
UC Innovation Center Addition & Renovation	University of Charleston	Associated Architects	3,160,000	2017
North Country Hub Innovation Manufacturing	Firt Schuyler Management Corp	EYP Architects	3,151,000	2019
Capitol View Apartments	Capitol View Associates, LLC	HBT Architects	3,000,000	2018
Kipp School Tech Valley Addition	KIPP Tech Valley	CS Architects	2,989,000	2019
Carbone Toyota Bennington	Carbone Auto Group	Syverstein Rieosy Architects	2,982,000	2019
SPHP Troy Campus MFP Ph I	Samaritan Hospital	Freeman White	2,235,000	2017
Dollar General Masonry/Framing	Dollar General Corp.	Leo A Daly	1,386,000	2019



# AIA A305: Attachment E

## Statement of Financial Assurance

**Corporate Financing** – BBL, LLC is well capitalized to complete its current work program requirements. The Company maintains a strong level of working capital and has an unsecured line of credit in the eight-figure range established with Key Bank, N.A. Additional project-specific financing is also available upon request. The banking relationship with Key Bank dates back to 1976.

Credit relationships also exist with M & T Bank, Capital Bank, United Bank, Berkshire Bank and numerous regional banks for project-related loan facilities.

**Construction Services and Historical Volume** - The amount of construction value that BBL has completed reflects the Company's commitment to managing a large program while still delivering individual attention and quality to our customers. Our repeat business averages 60 to 70 percent of our annual volume. The Companies perform a wide variety of work on a geographically diverse basis. BBL provides design and construction services with emphasis in the following areas:

1. Design / Build
2. Construction Program Management (Institutional and Commercial)
3. Health Care Facilities
4. New Construction and Rehabilitation of Commercial and Industrial

### Properties

5. Retail Centers
6. Parking Garages
7. Hotels
8. Residential, Condominiums, Apartments and Senior Housing.
9. Construction Consulting Services:
  - a. Site Selection
  - b. Design
  - c. Pre-Construction Services
  - d. Financing
10. Public Works Projects, including Parking Garages
11. Property Management Services

The Company has completed projects on a regular basis in virtually every geographic area of the United States.

The following is the annual value of construction services that the BBL Companies have completed:

2018	342,480,000
2017	381,582,000
2016	390,620,000
2015	389,670,000
2014	327,296,000

**Surety** –Travelers Insurance Company supports our work program, which has exceeded \$300 million, by providing surety services that include Payment and Performance Bonds. Travelers has established re-insurance relationships with other sureties in order to ensure adequate bonding capacity. BBL and The Travelers Companies have had a continuous surety relationship since 1973.

**Insurance** - Travelers Insurance Company provides basic underlying insurance for Workers Compensation, General Liability and Automobile at or above customary levels of coverage. In addition, BBL has an Excess Liability (Umbrella) policy.

Travelers provides various other insurance coverages, including a blanket builder risk policy, which is available upon customers' request that BBL provide the coverage.

**Value of Construction Work in Progress:**

As of August 2019:

Total Contract Amount	\$ 1,175,473,000
Total Completed to Date	\$ 562,972,000
Total Uncompleted Work	\$ 612,501,000

**Financial Reporting** – BBL, LLC's financial statements are audited and have been given an unqualified opinion on an annual basis by a Certified Public Accounting firm. Financial information will be furnished on a confidential basis when applicable. Requests for the financial information should be made directly to:

Stephen Obermayer, Chief Financial Officer  
BBL, LLC  
P.O. Box 12789  
Albany, N.Y. 12212-2789  
Phone (518) 452-8200  
[sobermayer@bblinc.com](mailto:sobermayer@bblinc.com)

## AIA A305: **Attachment F**

BBL's full-time construction team of 350 professionals is deployed to deliver construction solutions for our customers. We match Project Managers, Assistant Project Managers and Superintendents with appropriate jobs, so their experience is of maximum value to the client in saving money and time, and addressing construction issues before they become problems.

Dynamically updated networked estimating and job management software give our professional Estimators and Project Managers the best tools in the industry. BBL combines computerized project scheduling, state-of-the-art construction techniques and real-world experience to deliver the best construction solutions in the business.

Staffing resumes will be selectively matched based on client needs and job timing.