

REQUEST FOR QUOTATION
Building 74 Interior Demo and Window Replacement Project
CRFQ GSD2500000017

Exhibit A - Pricing Page

Name of Bidder:

Gonday Enterprises LLC

The Bidder, being familiar with and understanding the Bidding Documents and having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies for Building 74 Interior Demolition and Window Replacement Project in accordance with the Bidding Documents within the time set forth for the sum of:

Commodity Line 1 - Base Bid (Which shall include all Unit Price Items from the attached pricing page.)

\$ 539,000 (A)

Five hundred Thirty nine Thousand Dollars

(Show amount in both words and numbers)

RECEIVED
2025 FEB 25 AM 10:54
WW PURCHASING
DIVISION

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2025 FEB 25 AM 10: 54
WW PURCHASING
DIVISION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Gonday Enterprises LLC
of 138 Oakwood Road, Charleston, WV 25314, as Principal, and Western Surety Company
of 151 N. Franklin Street, Chicago, IL 60606, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Chicago, IL, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent Of Bid (\$ 5% of Bid) 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 State of West Virginia, Department of Administration, 2019 Washington Street, East, Charleston, WV 25305. General Service Division. REQ P. O. # CRFQ 0211 GSD 2500000017
Building 74 Demolition and Window Replacement, South Charleston, WV

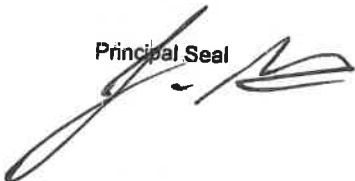
NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 25th day of February, 2025.

Principal Seal



Gonday Enterprises LLC
(Name of Principal)

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

(Title)

Surety Seal

Western Surety Company
(Name of Surety)


Jill Morris Gibson, 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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Nancy D Lawson, Joseph A Stanton, Adam L Yeager, Bradley A Meredith, Ryan Wingrove, Jill Morris Gibson,
Individually

of Huntington, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of December, 2023.



WESTERN SURETY COMPANY

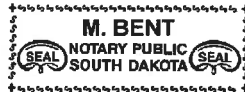
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of December, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of February, 2025.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Gondary Enterprises LLC

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

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
Coopers Glass LLC	WV 012819

Attach additional pages if necessary

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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

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

Contract Identification:

Contract Number: CRFQ 0211 GSD2500000017
Contract Purpose: Construction / Demolition
Agency Requesting Work: General Service Division

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

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

Vendor Contact Information:

Vendor Name: Gondlay Enterprises LLC Vendor Telephone: 304-437-1974
Vendor Address: 138 Oakwood Rd Vendor Fax: _____
Charleston WV 25314 Vendor E-Mail: Gondlay138@gmail.com

Certified Drug Free Workplace Requested Information

1. Reliant Drug Test Solutions, 3400B Teays Valley Rd, Hurricane Wv 25526
2. 6 will be the average number of employees on the project for public improvements



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

I, James Martin, after being first duly sworn, depose and state as follows:

1. I am an employee of Gonday Enterprises; and,
(Company Name)
2. I do hereby attest that Gonday Enterprises 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: JAMES MARTIN
Signature: [Signature]
Title: Managing Member
Company Name: Gonday Enterprises LLC
Date: 2-20-2025

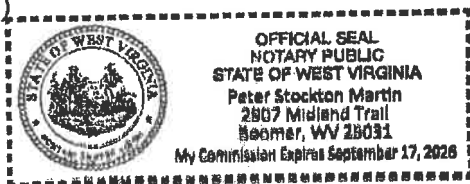
STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 20 day of February, 2025.

By Commission expires September 17, 2025

(Seal)



[Signature]
(Notary Public)

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CRFQ GSD2500000017

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

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

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

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

15. MISCELLANEOUS:

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

Contract Manager: James Martin

Telephone Number: 304-437-1974

Fax Number: _____

Email Address: Gondy138@gmail.com

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

Name: Kari J. Westfall

Telephone Number: (304)352-5492

Fax Number: (304)558-1475

Email Address: kari.j.westfall@wv.gov

16 Initial Decision Maker: Chapman Technical Group, the Engineer, shall serve as the Initial Decision Maker in matters relating to this contract.



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

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 1597926			Reason for Modification:
Doc Description: Bldg. 74 Interior Demolition and Window Replacement Project			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-01-13	2025-02-06 13:30	CRFQ 0211 GSD2500000017	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: **US 000000 8145**
Vendor Name: **Gondoy Enterprises LLC**
Address :
Street : **138 Oakwood Rd**
City : **Charleston**
State : **WV** Country : **USA** Zip : **25314**
Principal Contact : **JAMES Martin**
Vendor Contact Phone: **304-437-1974** Extension:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor
Signature X

FEIN# **32-0317019** DATE **2-20-2025**

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

ADDITIONAL INFORMATION

CRFQ
CONSTRUCTION

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division ("Agency" and "Owner") to establish a contract for Building 74 Interior Demolition and Window Replacement Project in South Charleston, WV, per the attached hereto.

****Project Manual and Drawings can be obtained from Chapman Technical Group (serving as the Engineer on this project).*****

INVOICE TO	SHIP TO
------------	---------

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 74 PLAZA FOUR 318-324 4TH AVE SOUTH CHARLESTON WV US
---	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Commercial and office building renovation and repair service		1		531,000

Comm Code	Manufacturer	Specification	Model #
72121103			

Extended Description:

Commercial and office building renovation and repair service

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-bid meeting @10 AM	2025-01-23
2	Vendor question deadline @ 12:00 pm	2025-01-30

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ GSD25*17

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Gonday Enterprises LLC
Company

[Signature]
Authorized Signature

2-20-2025
Date

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



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

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 1597926			Reason for Modification:
Doc Description: Bldg. 74 Interior Demolition and Window Replacement Project			
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BID RECEIVING LOCATION
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

VENDOR			
Vendor Customer Code: VS0000008145			
Vendor Name: Gonday Enterprises LLC			
Address: 138 Oakwood Rd Charleston Wv 25314			
Street: 138 Oakwood Rd			
City: Charleston			
State: Wv		Country: USA	Zip: 25314
Principal Contact: JAMES Martin			
Vendor Contact Phone: 304-437-1974		Extension:	

FOR INFORMATION CONTACT THE BUYER
Melissa Pettrey (304) 558-0094 melissa.k.pettrey@wv.gov

Vendor Signature X	FEIN# 32-0317019	DATE 2-20-2025
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All offers subject to all terms and conditions contained in this solicitation

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ADMINISTRATION
GENERAL SERVICES
DIVISION103 MICHIGAN AVENUE
CHARLESTON WV
USDEPARTMENT OF
ADMINISTRATION
GENERAL SERVICES
DIVISION BLDG 74 PLAZA
FOUR318-324 4TH AVE
SOUTH CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Commercial and office building renovation and repair service				

Comm Code	Manufacturer	Specification	Model #
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	Document Phase	Document Description	Page 3
GSD2500000017	Final	Bldg. 74 Interior Demolition and Window Replacement Project	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV046185

CLASSIFICATION:

ELECTRICAL
GENERAL BUILDING
HVAC
PLUMBING
RESIDENTIAL
SPECIALTY

GONDAY ENTERPRISES LLC
138 OAKWOOD ROAD
CHARLESTON, WV 25314

DATE ISSUED

FEBRUARY 16, 2025

EXPIRATION DATE

FEBRUARY 16, 2026

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



WEST VIRGINIA
CONTRACTOR
LICENSING BOARD

A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency Inc. 1000 GSK Dr Pittsburgh, PA 15108	CONTACT NAME: James Martin PHONE (A/C, No, Ext): 3044371974 E-MAIL ADDRESS: gonday138@gmail.com FAX (A/C, No):
Automatic Data Processing Insurance Agency Inc.	INSURER(S) AFFORDING COVERAGE INSURER A : Pie Casualty Insurance Company
INSURED GONDAY ENTERPRISES LLC, DBA Gonday Heating And Air 138 Oakwood Rd Charleston, WV 25314	NAIC # 10997 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC PC 688490-000	09/29/2024 09/29/2025	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PLUMBING NOC & DRIVERS, HEATING, VENTILATION, AIR-CONDITIONING AND REFRIGERATION SYSTEMS-INSTALLATION, SERVICE AND REPAIR, SHOP, YARD & DRIVERS, CARPENTRY- CONSTRUCTION OF RESIDENTIAL DWELLINGS NOT EXCEEDING THREE STORIES IN HEIGHT, ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS

CERTIFICATE HOLDER**CANCELLATION**

State of Wv General Service Division
2019 Washington St
Charleston, WV 25301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2025

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THORNBURG INSURANCE AGENCY INC 2519 3rd Ave P O Box 2966 Huntington WV 25728	CONTACT NAME: Joanna Conley PHONE (A/C, No, Ext): (304) 697-7650 FAX (A/C, No): (304) 697-7699 E-MAIL ADDRESS: jconley@thornburgagency.com														
INSURED Gonday Enterprises, LLC 138 Oakwood Road Charleston WV 25314	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Westfield Insurance Company</td><td>24112</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westfield Insurance Company	24112	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Westfield Insurance Company	24112														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER: 2024-2025****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			341795C	7/21/2024	7/21/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			341795C	7/21/2024	7/21/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<table><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						<table><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				
A	Contractors Equipment Floater			341795C	7/21/2024	7/21/2025	<table><tr><td>Rented and Leased Each Unit</td><td>\$25,000</td></tr></table>	Rented and Leased Each Unit	\$25,000												
Rented and Leased Each Unit	\$25,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to policy terms, conditions, limitations and exclusions

CERTIFICATE HOLDER**CANCELLATION**

General Service Division
2019 Washington Street
Charleston, WV 25031

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ryan Wingrove/JC

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ACORD 25 (2014/01)

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INS025 (201401)



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

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 1597926

Doc Description: Bldg. 74 Interior Demolition and Window Replacement Project

Reason for Modification:

Addendum No. 1

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2025-01-22	2025-02-06 13:30	CRFQ 0211 GSD2500000017	2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Tara Lyle

(304) 558-2544

tara.l.lyle@wv.gov

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum No. 1 issued to change the Purchasing buyer name and contact information.

New contact information -

Tara Lyle, Buyer Supervisor
Email: tara.lyle@wv.gov
Phone: 304-558-2544

No other changes.

INVOICE TO**SHIP TO**

DEPARTMENT OF
ADMINISTRATION
GENERAL SERVICES
DIVISION

103 MICHIGAN AVENUE
CHARLESTON WV
US

DEPARTMENT OF
ADMINISTRATION
GENERAL SERVICES
DIVISION BLDG 74 PLAZA
FOUR
318-324 4TH AVE
SOUTH CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Commercial and office building renovation and repair service				

Comm Code	Manufacturer	Specification	Model #
72121103			

Extended Description:

Commercial and office building renovation and repair service

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid meeting @10 AM	2025-01-23
2	Vendor questio deadline @ 12:00 pm	2025-01-30

SOLICITATION NUMBER: CRFQ GSD25*17
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To change the Purchasing Buyer contact information to the following:

Tara Lyle, Buyer Supervisor
Email: tara.l.lyle@wv.gov
Phone: 304-558-2544 or 304-558-2306

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

Terms and Conditions:

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



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

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 1597926

Doc Description: Bldg. 74 Interior Demolition and Window Replacement Project

Reason for Modification:

Addendum No. 2

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2025-01-23	2025-02-11 13:30	CRFQ 0211 GSD2500000017	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
(304) 558-2544
tara.l.lyle@wv.gov

Vendor
Signature X

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum No. 2 is issued to publish and distribute the following information to the Vendor community.

1. To publish the pre-bid sign-in sheet, see Attachment A.
 2. To establish a Site Visit for Monday, 1/27/2025 at 10:00am. Contact Kari Westfall at 304-352-5492 to indicate that you will be attending.
 3. To extend Technical Question deadline to Tuesday, February 4, 2025 at 12:00pm.
 4. To extend bid submission/opening deadline to Tuesday February 11, 2025 at 1:30pm.
 5. To provide project clarifications, see Attachment A.
- No other changes.

INVOICE TO

DEPARTMENT OF
ADMINISTRATION
GENERAL SERVICES
DIVISION

103 MICHIGAN AVENUE
CHARLESTON
US

WV

SHIP TO

DEPARTMENT OF
ADMINISTRATION
GENERAL SERVICES
DIVISION BLDG 74 PLAZA
FOUR

318-324 4TH AVE
SOUTH CHARLESTON
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Commercial and office building renovation and repair service				

Comm Code**Manufacturer****Specification****Model #**

72121103

Extended Description:

Commercial and office building renovation and repair service

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-bid meeting @10 AM	2025-01-23
2	Vendor question deadline @ 12:00 pm	2025-02-04
3	Site visit @10:00 am	2025-01-27

SOLICITATION NUMBER: CRFQ GSD2500000017

Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum is issued to publish and distribute the following information to the Vendor community.

1. To publish the pre-bid sign-in sheet, see Attachment A.
2. To establish a Site Visit for Monday, 1/27/2025 at 10:00am. Contact Kari Westfall at 304-352-5492 to indicate that you will be attending.
3. To extend Technical Question deadline to Tuesday, February 4, 2025 at 12:00pm.
4. To extend bid submission/opening deadline to Tuesday February 11, 2025 at 1:30pm.
5. To provide project clarifications, see Attachment A.

No other changes.

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

Terms and Conditions:

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

Attachment A



200 Sixth Avenue
Saint Albans, WV 25177

304.727.5501

Buckhannon, WV
Lexington, KY

www.chapteck.com

Building 74 Interior Demolition and Window Replacement

CRFQ GSD25*17

**Addendum No. 2
January 23, 2025**

1. Pre-bid attendance sheet is included with the WVGSD Addendum.
2. Clarifications and modifications as follows:
 - a. Drinking fountains, mop sinks, and any other plumbing fixture not shown on the drawings are to be removed. Remove each plumbing fixture (water closet, urinal, lavatory, electric water cooler, mop basin, etc.) & each piece of plumbing equipment (water heater, domestic hot water recirculation pump, etc.) in its entirety – including any associated domestic hot water piping, domestic cold water piping, sanitary piping and vent piping.
 - b. Remove and cap all sanitary piping below the first floor slab in accordance with the West Virginia Plumbing Code/International Plumbing Code.
 - c. Remove all sanitary piping above first floor slab, across all floors in the building.
 - f. Remove all vent piping, across all floors in building up to roof deck – But all existing vents through the roof (VTR's) are existing to remain.
 - g. Remove all existing hot water piping and recirculated hot water piping in building.
 - h. Remove all existing cold water piping in building including the backflow preventor. Shut the main water valve off at the street/meter.
 - i. The existing roof drains and roof leaders shall remain in place throughout Contract 1. The roof drains will remain in the final design and the roof leader piping in the building may be rerouted as part of Contract 2.
 - j. The existing elevator shall be taken out of service and will not be available for use by the Contractor. The Contractor shall remove all cabling for the elevator back to the service panel.
 - k. No exterior doors will be removed or provided in Contract 1.
 - l. No asbestos report is available for Building 74, however no significant asbestos is currently expected to be present in the facility.
 - m. The sloped area of the curtain wall will be replaced with insulated metal panels and framing matching those used in the upper portion of the curtain wall system.
 - n. Demo Notes 2/AD-100, AD-101, and AD-102, are revised to read as follows: "Remove existing entry doors and storefront window system."
 - o. All doors are to be removed, except for the following:
 - i. Exterior doors and storefront,
 - ii. Interior doors to stair wells,
 - iii. Interior doors to mechanical spaces including those by the elevators and the space on the first floor by the restrooms.
 - iv. No doors are required to be replaced in Contract 1.



Addendum No. 2
January 23, 2025
Page 2

- p. Interior storefront and doors will be removed.
- q. At areas of walls to be removed which butt into walls to remain, the Contractor is to neatly cut and entirely remove the walls and framing. No patching of gypsum board is required if the work is done neatly, as determined by the Architect.
- r. All ceilings, carpet, VCT flooring, tile, furnishings, and associated finishes are to be removed entirely, except inside Stair Wells. Any glue residue is to be scraped to bare concrete. Grinding is not required.

End of Addendum 2

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ GSD2500000017

Date of Pre-Bid Meeting: 1/23/2025

Location of Prebid Meeting: Bldg. 7 Capitol Room

Please Note:

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

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Norfolk Box Corp	Angie Price	1716 4th Ave Huntington, WV	304-525-5181		Estimating@norfolkbox.com
Wiseman Construction	Nikki Sydnor	1157 Harmon Branch Rd Winfield, WV 25213	304-344-1200 304-546-1543		awiseman@wisemanconstruction.com jlink@wisemanconstruction.com
Applied Fabricated Services	Jeff Wells	188 Laurel Hrs Dr Sutton, WV 26061	304-689-0108		JWells@wells-wv.com
Ganday Enterprises	James Ganday	138 Oakwood Rd Charleston, WV 25314	304-437-1974		Ganday138@gmail.com
Swope Construction	Mark Burdette	1325 Bluefield Ave Bluefield, WV	304-951-2458		BID@Swopeco.com
Forrest Legacy Builders	R. Forrest	1325 Bluefield Ave Bluefield, WV	304-387-3000		Bid@Swopeco.com

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

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ GSD2500000017

Date of Pre-Bid Meeting: 1/23/2025

Location of Prebid Meeting: Bldg. 7 Capitol Room

Please Note:

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

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Don Hill Construction	Luke Begovic	16 Box 685 Gaulery Bridge WV 25085	304-632-1616		Luke.Begovic@DonHillConstruction.com
Persinger + Associates	Will Bowman	1509 Hansford Street Charleston, WV 25311	304-844-5200	304-344-5222	Will@PersingerandAssociates.com
CDC. LLC	JUSTIN DOZIER	PO Box 36 Glen Ferris WV 25090	304-663-9065		justin_dozier@yahoo.com
T.W. Reed Construction, LLC	Timothy Reed	241 Bracken Ln Ripley WV 25271	304 531 8311		timothy.reed@gmail.com

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

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ GSD2500000017

Date of Pre-Bid Meeting: 1/23/2025

Location of Prebid Meeting: Bldg. 7 Capitol Room

Please Note.

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

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
B&B Carpenters	Tom Simms	600 KANAWHA BLVD. E. SUITE 200 CHARLESTON, 29401 (304) 345-1900	(304) 345-1900	(304) 345-1900	tsimms@bbcarpenters.com
S&P	Scott Cunningham	281 Smiley Dr. St Albans WV 26127	(304) 532-3159		estimating@sqpgc.com
OROVERS Wrecking	Kyle Mueary	660 LUTHER PARK CHARLOTTE, NC	513-65-0762		bid@oroverwrecking.com

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ GSD250000017

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)

- ☒ Addendum No. 1
- ☒ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

Gondal Enterprises LLC
Company

[Signature]
Authorized Signature

2-25-2025
Date

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



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

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 1597926			Reason for Modification: Addendum 3 To extend bid opening date
Doc Description: Bldg. 74 Interior Demolition and Window Replacement Project			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-02-05	2025-02-25 13:30	CRFQ 0211 GSD2500000017	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
(304) 558-2544
tara.l.lyle@wv.gov

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum No. 3 is issued to publish and distribute the following information to the Vendor community.

1. To extend the bid opening date to February 25, 2025 at 1:30 PM ET

No other changes.

INVOICE TO

DEPARTMENT OF
ADMINISTRATION
GENERAL SERVICES
DIVISION

103 MICHIGAN AVENUE
CHARLESTON
US

WV

SHIP TO

DEPARTMENT OF
ADMINISTRATION
GENERAL SERVICES
DIVISION BLDG 74 PLAZA
FOUR

318-324 4TH AVE
SOUTH CHARLESTON
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Commercial and office building renovation and repair service				

Comm Code	Manufacturer	Specification	Model #
72121103			

Extended Description:

Commercial and office building renovation and repair service

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid meeting @10 AM	2025-01-23
2	Vendor question deadline @ 12:00 pm	2025-02-04
3	Site visit @10:00 am	2025-01-27

SOLICITATION NUMBER: CRFQ GSD2500000017
Addendum Number: 3

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum is issued to publish and distribute the following information to the Vendor community.

1. Extend bid opening to Tuesday, February 25, 2025 at 1:30pm. Technical Questions will be addressed by Tuesday, February 18, 2025.

No other changes.

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

Terms and Conditions:

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

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ GSD2500000017

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)

- ☒ Addendum No. 1
- ☒ Addendum No. 2
- ☒ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

Company

Authorized Signature

Date

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



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

**State of West Virginia
Centralized Request for Quote
Construction**

Proc Folder: 1597926 Doc Description: Bldg. 74 Interior Demolition and Window Replacement Project			Reason for Modification: Addendum No. 4
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	
2025-02-13	2025-02-25 13:30	CRFQ 0211 GSD2500000017	5

BID RECEIVING LOCATION

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

VENDOR**Vendor Customer Code:**

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
(304) 558-2544
tara.l.lyle@wv.gov

**Vendor
Signature X**

FEIN#

DATE _____

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

ADDITIONAL INFORMATION

Addendum No. 4 is issued to publish and distribute the following information to the Vendor community.

1. To provide responses to vendor questions. See attachment.
2. To provide clarifications with revised technical specifications sections and revised drawings. See attachment.
3. The bid opening remains on 02/25/2025 at 1:30 pm ET.
No other changes.

INVOICE TO

DEPARTMENT OF
ADMINISTRATION
GENERAL SERVICES
DIVISION

103 MICHIGAN AVENUE
CHARLESTON WV
US

SHIP TO

DEPARTMENT OF
ADMINISTRATION
GENERAL SERVICES
DIVISION BLDG 74 PLAZA
FOUR
318-324 4TH AVE
SOUTH CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Commercial and office building renovation and repair service				

Comm Code	Manufacturer	Specification	Model #
72121103			

Extended Description:

Commercial and office building renovation and repair service

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-bid meeting @10 AM	2025-01-23
2	Vendor question deadline @ 12:00 pm	2025-02-04
3	Site visit @10:00 am	2025-01-27

SOLICITATION NUMBER: CRFQ GSD2500000017

Addendum Number: 4

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum is issued to publish and distribute the following information to the Vendor community.

1. To publish responses to Vendor Technical Questions, per Attachment A.
2. To publish various clarifications, with revised Technical Specifications sections, and revised drawings, per Attachment A.
3. The bid opening remains on 02/25/2025 at 1:30 pm ET

No other changes.

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

Terms and Conditions:

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

ATTACHMENT A

Building 74 Interior Demolition and Window Replacement Project Technical Questions and Answers

Q 1. Is there a hazardous material report available for this project?

A 1. *No hazardous material report is available.*

Q 2. How will hazardous material testing and/or removal be handled if encountered or suspected during demolition activities?

A 2. *It is not anticipated that asbestos or other hazardous materials will be encountered on this project. If materials are encountered that are suspicious for asbestos or other hazardous material the Contractor shall cease work in the area and notify the Architect and Owner.*

Q 3. Please confirm all loose furnishings will be removed prior to the awarded contractor arriving on site.

A 3. *All furnishings will be removed by others prior to the start of construction.*

Q 4. Please confirm building will be unoccupied for the duration of this project.

A 4. *The building will be unoccupied for the duration of the project. It is possible that other contractors will be working during the duration of the project. The Contractor shall coordinate all work with the work of other Contractors.*

Q 5. Please confirm the wall finishes remain in place on the perimeter walls.

A 5. *The gypsum board on the perimeter walls is to remain and to be protected. Existing base boards, ceilings, and trims are to be removed and disposed of by the Contractor. The Contractor shall neatly cut walls framing into perimeter walls prior to removing walls.*

Q 6. Reference Sheet A-502, Detail 1/A-502, what type of framing is required for the sloped ceiling in this detail?

A 6. *At sloped area below curtain wall, mount 1" insulated panel system on 3-5/8" steel studs at 16" o.c. with matching mounting trim. See revised Sheet A-502.*

Q 7. Reference Sheet A-502, Detail 1/A-502, please confirm the sloped ceiling finish is to be the 1" insulated metal panel to match the 1" insulated panel in the curtain wall assembly.

A 7. *The sloped portion of the ceiling area is to match the 1" insulated metal panel system finish and material. See revised Sheet A-502.*

**Building 74 Interior Demolition and Window Replacement Project
Technical Questions and Answers**

Q 8. Reference Sheets AD-100, AD-101 and AD-102, Demolition Note #2, please confirm the contractor is only required to remove the existing entry doors and that new doors are not required in this phase as stated during the pre-bid meeting.

A 8. *At exterior doors, salvage security system devices and deliver them to the Owner. Convert exterior doors to lock manually. Do not remove exterior doors. Remove all interior doors except at stair wells and mechanical room.*

Q 9. What items, if any, will General Services Division be salvaging? If there are any salvaged items, will General Services Division pick these items up from the site?

A 9. *The Owner will salvage security devices prior to demolition work being performed. Items remaining will be subject to demolition by the contractor.*

Q 10. Please confirm the contractor will not be required to patch the drywall where interior partitions meet the perimeter walls.

A10. *The Contractor will not be required to patch drywall where partitions meet the perimeter walls if they neatly remove the existing walls. The Contractor shall cut drywall corners neatly prior to removal of the wall.*

Q 11. It is my understanding the YKK YES 40 FS specified will not accommodate the specified 1" glass. Please advise which type of framing is required in order to accommodate the 1" glass and 1" insulated panels.

A 11. *The specified Basis of Design product is to be revised to YKK YES 45 FT. The thermal performance shall be a maximum of U-0.42 as tested, with 1" insulated, Low-E glazing.*

Q 12. Reference Sheet A-500, Detail WH1 references 5/8" gypsum board and touch-up paint around new opening as required to match existing, please confirm these notes within this detail are required in this contract (Contract 1).

A 12. *The Contractor shall remove trim and repair drywall to match. All new and/or newly spackled or mudded work shall be primed with Sherwin Williams Interior Latex Drywall Primer, or equal.*

Q 13. If the referenced 5/8" gypsum board is a requirement within this contract, what is the expectation of drywall finishing and painting of new 5/8" gypsum board?

A 13. *All new and raw gypsum board shall be primed with Sherwin Williams Interior Latex Drywall Primer, or equal.*

**Building 74 Interior Demolition and Window Replacement Project
Technical Questions and Answers**

Q 14. Reference Sheet A-500, Detail WJ1 references 5/8" gypsum board and touch-up paint around new opening as required to match existing, please confirm these notes within this detail are required in this contract (Contract 1).

A 14. *The Contractor shall remove trim and repair drywall at windows to match existing. All new and/or newly spackled or mudded work shall be primed with Sherwin Williams Interior Latex Drywall Primer, or equal.*

Q 15. If the referenced 5/8" gypsum board is a requirement within this contract, what is the expectation of drywall finishing and painting of new 5/8" gypsum board?

A 15. *All new and raw gypsum board shall be primed with Sherwin Williams Interior Latex Drywall Primer, or equal.*

Q 16. Reference Sheet A-500, Detail WS1 references solid surface sill. Is the solid surface sill referring to an existing sill or are new sills being requested in this contract? If solid surface sills are required, please provide specifications for solid surface sills.

A 16. *Provide new acrylic solid surface window sills, ½" thick x width of window with ½" overhangs at each window. Solid surface to be LG Hausys "Hi-Macs" or equal.*

Q 17. Reference Sheet A-500, Detail WS1 references existing masonry wall, touch-up paint around new opening as required to match existing, please confirm this note within this detail is required in this contract (Contract 1).

A 17. *The Contractor shall remove trim and repair drywall to match. All new and/or newly spackled or mudded work shall be primed with Sherwin Williams Interior Latex Drywall Primer, or equal.*

Q 18. It is currently calling for YKK YES 40 FS however this system is 2" X 4", non thermal and only ¼' glass, YKK 45 Tuas a replacement, it is 2' X 4 ½" thermal and accepts 1" insulated units. Would this be acceptable as a replacement?

A 18. *See the revised Section 084413 – Glazed Aluminum Curtain Wall for updated requirements.*

Q 19. During the site walk through, it was discovered that the existing deck on each floor has been sprayed with spray fireproofing, has this fireproofing been tested for hazardous materials? If so, what were the findings?

A 19. *The material has not been tested, however it is not expected to be hazardous.*

Q 20. During the site walk through, it was discovered the suspended ceiling tile had batt insulation laying on top of them. Is this typical condition in all areas on all floors or just the corridors for soundproofing?

**Building 74 Interior Demolition and Window Replacement Project
Technical Questions and Answers**

A 20. It is expected that it is typical for sound batt insulation to be on the suspended ceilings.

Q 20. Will the Owner remove all casework, office furniture, cubicles, murals, door signage, etc. prior to the awarded Contractor commencing work?

A 20. All furnishings will be removed by others prior to the start of construction.

Q 21. What items, if any, will the Contractor be requested to “carefully” demolish for Owner’s salvaged items?

A 21. The Owner will salvage security devices prior to demolition work being performed. Items remaining will be subject to demolition by the contractor.

Q 22. What is the anticipated work commencement date?

A 22. It is anticipated that work will commence in spring of 2025.

Q 23. Can additional information or clarification be provided for the note(s) on Sheet A-502: “amend structure as required to support new (wider) curtainwall system?”

A 23. See revised Details for additional information, attached.

Q 24. No specifications were located for the Fireblocking and Smoke Seal at the curtain wall, can additional information or clarification be provided on what the intents are for those items?

A 24. See Section 078446 – Fire-Resistive Joint Systems for joints in fire -resistance-rated construction and joints in smoke barriers.

Q 25. During the pre-bid., it was identified that the building occupant will remain on site until their new facility is ready for occupancy. For bidding and schedule purposes, what is the currently projected move-in date for the current Bldg. 74 tenant?

A 25. The building will be unoccupied for the duration of the project. It is possible that other contractors will be working during the duration of the project. The new tenant will move in after construction is completed.

Q 26. Who is responsible for the removal of all loose furnishing and cubicles currently in place within the building? For bidding purposes, will these items be salvaged or will they be disposed of. In either scenario, will the GC be responsible for this task or will this scope be performed under a separate contract?

A 26. All furnishings will be removed by others prior to the start of construction.

**Building 74 Interior Demolition and Window Replacement Project
Technical Questions and Answers**

Q 27. Is there an asbestos report available for the building? Who is responsible for hazardous material abatement/disposal if these items are encountered? During the site walk, spray fireproofing was identified in certain areas of the roof deck.

A 27. *No asbestos report is available for the building. Spray fireproofing is present on structural items. It has not been tested, but it is not expected to be hazardous. If materials are encountered that are suspicious for asbestos or other hazardous material the Contractor shall cease work in the area and notify the Architect and Owner.*

Q 28. We are requesting a one-week extension of the bid date.

A28. The bid opening was extended to 02/25/2025 at 1:30 pm ET on Addendum No. 3 issued 02/05/2025.



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**Building 74
Interior Demolition and Window Replacement
GSD 2400000017**

**Addendum No. 4
February 11, 2025**

1. Clarifications and modifications are as follows:
 - a. Replace Specification Section 084113 Aluminum-Framed Entrances and Storefronts with the revised version, attached.
 - b. Replace Specification Section 084413 Glazed Aluminum Curtain Walls with the revised version, attached.
 - c. Replace Specification Section 088000 Glazing with the revised version, attached.
 - d. Add Specification Section 078446 Fire-Resistive Joint Systems for joints in fire-resistance-rated construction and joints in smoke barriers.
 - e. Detail 1/A502 is revised as detailed in SK 01, attached.
 - f. Detail 4/A502 is revised as detailed in SK 02, attached.
 - g. Security and access control equipment shall be salvaged by Owner prior to demolition work being performed. All remaining items shall be subject to demolition by the Contractor.
2. Bidder Questions and Answers are attached and included in this addendum.

End of Addendum 4

**BUILDING 74 RENOVATIONS
CONTRACT 2 – BUILDING FITOUT PACKAGE**

SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Aluminum-framed storefront systems.
 - 2. Aluminum-framed entrance door systems.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For aluminum-framed entrances and storefronts. Include plans, elevations, sections, full-size details, and attachments to other work.
 - 1. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.
 - 2. Include point-to-point wiring diagrams.
- C. Samples: For each type of exposed finish required.
- D. Entrance Door Hardware Schedule: Prepared by or under supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams.

1.3 INFORMATIONAL SUBMITTALS

- A. Energy Performance Certificates: NFRC-certified energy performance values from manufacturer.
- B. Product test reports.
- C. Source quality-control reports.
- D. Field quality-control reports.
- E. Sample warranties.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.
- B. Warranties.

**BUILDING 74 RENOVATIONS
CONTRACT 2 - BUILDING FITOUT PACKAGE**

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
 - 1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

1.6 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of aluminum-framed entrances and storefronts that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: 10 years from date of Substantial Completion.
- B. Special Finish Warranty, Anodized Finishes: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of anodized finishes within specified warranty period.
 - 1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrances and storefronts representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
 - 1. Aluminum-framed entrances and storefronts shall withstand movements of supporting structure, including, but not limited to, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
 - 2. Failure also includes the following:
 - a. Thermal stresses transferring to building structure.
 - b. Glass breakage.
 - c. Noise or vibration created by wind and thermal and structural movements.
 - d. Loosening or weakening of fasteners, attachments, and other components.
 - e. Failure of operating units.
- B. Structural Loads:

**BUILDING 74 RENOVATIONS
CONTRACT 2 – BUILDING FITOUT PACKAGE**

1. Wind Loads: Interior units, not applicable.
2. Other Design Loads: Interior units, not applicable

2.2 EXTERIOR STOREFRONT SYSTEMS

- A. Basis of Design: YKK YES 45 XT
- B. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
 1. Interior Vestibule Framing Construction: Dual Thermal blocking
 2. Glazing System: 1" insulated, retained mechanically with gaskets on four sides.
 3. Thermal Performance: U-0.34 max with U-0.26 Low-E glazing.
 4. Air Infiltration: 0.06 CFM/SF @ 6.24 PSF. ASTM E 283.
 5. Water Infiltration: 12 PSF per ASTM E 331 AAMA 501.
 6. Finish: Color anodic finish, dark bronze.
 7. Fabrication Method: Field-fabricated stick system.
 8. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
 9. Steel Reinforcement: As required by manufacturer.
- C. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.
- D. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.

2.3 INTERIOR STOREFRONT SYSTEMS

- A. Basis of Design: YKK YES 40 FS
- B. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
 1. Interior Vestibule Framing Construction: Nonthermal.
 2. Glazing System: 1/4" float, retained mechanically with gaskets on four sides.
 3. Finish: Color anodic finish, dark bronze.
 4. Fabrication Method: Field-fabricated stick system.
 5. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
 6. Steel Reinforcement: As required by manufacturer.
- C. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.
- D. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.

2.4 ENTRANCE DOOR SYSTEMS

- A. Basis of Design: YKK 50D Door System

BUILDING 74 RENOVATIONS
CONTRACT 2 – BUILDING FITOUT PACKAGE

- B. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing or automatic operation.
 - 1. Door Construction: 1-3/4-inch (44.5-mm) overall thickness, with minimum 0.125-inch- (3.2-mm thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.
 - a. Thermal Construction: Nonthermal.
 - 2. Door Design: Wide stile; 5-inch (127-mm) nominal width.
 - 3. Glazing Stops and Gaskets: Beveled, snap-on, extruded-aluminum stops and preformed gaskets.
 - a. Provide nonremovable glazing stops on outside of door.
 - 4. Finish: Color anodic finish, dark bronze.

2.5 ENTRANCE DOOR HARDWARE

- A. Entrance Door Hardware: Hardware not specified in this Section is noted on the drawings.
- B. General: Provide entrance door hardware for each entrance door, to comply with requirements in this Section.
 - 1. Entrance Door Hardware Sets: Provide quantity, item, size, finish or color indicated, to match existing.
 - 2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.
 - 3. Opening-Force Requirements:
 - a. Accessible Interior Doors: Not more than 5 lbf (22.2 N) to fully open door.
- C. Butt Hinges: BHMA A156.1, Grade 1, radius corner.
 - 1. Nonremovable Pins: Provide setscrew in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while entrance door is closed.
 - 2. Quantities:
 - a. For doors up to 87 inches (2210 mm) high, provide three hinges per leaf.
- D. Locks: Match existing.
- E. Panic Exit Devices: Match existing.
- F. Cylinders: Match existing.
- G. Strikes: Match existing.
- H. Operating Trim: Match existing.
- I. Closers: BHMA A156.4, Grade 1, with accessories required for a complete installation, sized as required by door size, exposure to weather, and anticipated frequency of use; adjustable to comply with field conditions and requirements for opening force.

BUILDING 74 RENOVATIONS
CONTRACT 2 - BUILDING FITOUT PACKAGE

- J. Door Stops: BHMA A156.16, Grade 1, floor or wall mounted, as appropriate for door location indicated, with integral rubber bumper.
- K. Weather Sweeps: Manufacturer's standard exterior-door bottom sweep with concealed fasteners on mounting strip.

2.6 GLAZING

- A. Glazing: Comply with Section 088000 "Glazing."
- B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
- C. Glazing Sealants: As recommended by manufacturer.

2.7 MATERIALS

- A. Sheet and Plate: ASTM B209 (ASTM B209M).
- B. Extruded Bars, Rods, Profiles, and Tubes: ASTM B221 (ASTM B221M).
- C. Extruded Structural Pipe and Tubes: ASTM B429/B429M.
- D. Structural Profiles: ASTM B308/B308M.
- E. Steel Reinforcement:
 - 1. Structural Shapes, Plates, and Bars: ASTM A36/A36M.
 - 2. Cold-Rolled Sheet and Strip: ASTM A1008/A1008M.
 - 3. Hot-Rolled Sheet and Strip: ASTM A1011/A1011M.
- F. Steel Reinforcement Primer: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM, and prepare surfaces according to applicable SSPC standard.

2.8 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Fabricate components that, when assembled, have the following characteristics:
 - 1. Profiles that are sharp, straight, and free of defects or deformations.
 - 2. Accurately fitted joints with ends coped or mitered.
 - 3. Physical and thermal isolation of glazing from framing members.
 - 4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
 - 5. Provisions for field replacement of glazing from interior.
 - 6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.

**BUILDING 74 RENOVATIONS
CONTRACT 2 - BUILDING FITOUT PACKAGE**

- C. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- D. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
- E. Entrance Doors: Reinforce doors as required for installing entrance door hardware.
- F. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.
- G. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.9 ALUMINUM FINISHES

- A. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.
 - 1. Color: As selected by Architect to match existing.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Comply with manufacturer's written instructions.
- B. Do not install damaged components.
- C. Fit joints to produce hairline joints free of burrs and distortion.
- D. Rigidly secure nonmovement joints.
- E. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
- F. Seal perimeter and other joints watertight unless otherwise indicated.
- G. Metal Protection:
 - 1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
 - 2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- H. Set continuous sill members and flashing in full sealant bed, as specified in Section 079200 "Joint Sealants," to produce weathertight installation.
- I. Install joint filler behind sealant as recommended by sealant manufacturer.

**BUILDING 74 RENOVATIONS
CONTRACT 2 - BUILDING FITOUT PACKAGE**

- J. Install components plumb and true in alignment with established lines and grades.

3.2 INSTALLATION OF GLAZING

- A. Install glazing as specified in Section 088000 "Glazing."

3.3 INSTALLATION OF ALUMINUM-FRAMED ENTRANCE DOORS

- A. Install entrance doors to produce smooth operation and tight fit at contact points.
 - 1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
 - 2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.

END OF SECTION 084113

**BUILDING 74 RENOVATIONS
CONTRACT 1 – INTERIOR DEMOLITION AND WINDOW REPLACEMENT**

SECTION 084413 - GLAZED ALUMINUM CURTAIN WALLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Glazed aluminum curtain wall systems.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include plans, elevations, sections, full-size details, and attachments to other work.
 - 1. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.
- C. Samples: For each type of exposed finish required.
- D. Delegated-Design Submittal: For glazed aluminum curtain walls, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

- A. Energy Performance Certificates: NFRC-certified energy performance values for each glazed aluminum curtain wall.
- B. Product test reports.
- C. Source quality-control reports.
- D. Field quality-control reports.
- E. Sample warranties.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.

GLAZED ALUMINUM CURTAIN WALLS
084413 -

BUILDING 74 RENOVATIONS
CONTRACT 1 – INTERIOR DEMOLITION AND WINDOW REPLACEMENT

- B. Warranty.

1.6 QUALITY ASSURANCE

- A. **Installer Qualifications:** An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. **Product Options:** Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
 - 1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

1.7 WARRANTY

- A. **Special Assembly Warranty:** Manufacturer agrees to repair or replace components of glazed aluminum curtain wall that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
 - 1. **Warranty Period:** 10 years from date of Substantial Completion.
- B. **Special Finish Warranty, Anodized Finishes:** Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of anodized finishes within specified warranty period.
 - 1. **Warranty Period:** 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. **Delegated Design:** Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design glazed aluminum curtain walls.
- B. **General Performance:** Comply with performance requirements specified, as determined by testing of glazed aluminum curtain walls representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
 - 1. Glazed aluminum curtain walls shall withstand movements of supporting structure, including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
 - 2. Failure also includes the following:
 - a. Thermal stresses transferring to building structure.

BUILDING 74 RENOVATIONS
CONTRACT 1 – INTERIOR DEMOLITION AND WINDOW REPLACEMENT

- b. Glass breakage.
 - c. Noise or vibration created by wind and thermal and structural movements.
 - d. Loosening or weakening of fasteners, attachments, and other components.
 - e. Failure of operating units.
- C. Structural Loads:
 - 1. Wind Loads: As indicated on Drawings.
 - 2. Other Design Loads: As indicated on Drawings.
- D. Deflection of Framing Members: At design wind pressure, as follows:
 - 1. Deflection Normal to Wall Plane: Limited to 1/175 of clear span for spans of up to 13 feet 6 inches (4.1 m) and to 1/240 of clear span plus 1/4 inch (6.35 mm) for spans of greater than 13 feet 6 inches (4.1 m) or an amount that restricts edge deflection of individual glazing lites to 3/4 inch (19.1 mm), whichever is less.
 - 2. Deflection Parallel to Glazing Plane: Limited to 1/360 of clear span or 1/8 inch (3.2 mm), whichever is smaller.
 - 3. Cantilever Deflection: Where framing members overhang an anchor point, as follows:
 - a. Perpendicular to Plane of Wall: No greater than 1/240 of clear span plus 1/4-inch (6.35-mm) for spans of greater than 11 feet 8-1/4 inches (3.6 m) or 1/175 times span, for spans of less than 11 feet 8-1/4 inches (3.6 m).
- E. Structural: Test in accordance with ASTM E330/E330M as follows:
 - 1. When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified limits.
 - 2. When tested at 150 percent of positive and negative wind-load design pressures, assemblies, including anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
 - 3. Test Durations: As required by design wind velocity, but not less than 10 seconds.
- F. Water Penetration under Static Pressure: Test in accordance with ASTM E331 as follows:
 - 1. No evidence of water penetration through fixed glazing and framing areas when tested in accordance with a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 15 lbf/sq. ft. (720 Pa).
- G. Energy Performance: Certified and labelled by manufacturer for energy performance as follows:
 - 1. Thermal Transmittance (U-factor):
 - a. Fixed Glazing and Framing Areas: U-factor for the system of not more than 0.46 Btu/sq. ft. x h x deg F as determined in accordance with NFRC 100.

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- b. Glazing, 1" Insulated, Lowe-E, Argon filled: U-factor for the glazing of not more than .029 Btu/sq. ft. x h x deg F as determined in accordance with NFRC 100.
 - 2. Solar Heat Gain Coefficient (SHGC):
 - a. Fixed Glazing and Framing Areas: SHGC for the system of not more than 0.40 as determined in accordance with NFRC 200.
 - 3. Air Leakage:
 - a. Fixed Glazing and Framing Areas: Air leakage for the system of not more than 0.06 cfm/sq. ft. (0.30 L/s per sq. m) at a static-air-pressure differential of 6.24 lbf/sq. ft. (300 Pa) when tested in accordance with ASTM E283.
 - 4. Condensation Resistance Factor (CRF):
 - a. Fixed Glazing and Framing Areas: CRF for the system of not less than 65 as determined in accordance with AAMA 1503.
 - H. Windborne-Debris Impact Resistance: Pass ASTM E1886 missile-impact and cyclic-pressure tests in accordance with ASTM E1996 for Wind Zone 1 for basic protection.
 - 1. Large-Missile Test: For glazing located within 30 feet (9.1 m) of grade.
 - 2. Small-Missile Test: For glazing located between 30 feet (9.1 m) and 60 feet (18.2 m) above grade.
 - I. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes:
 - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- 2.2 GLAZED ALUMINUM CURTAIN WALL SYSTEMS
- A. Basis of Design: YKK YCW 750 OGP, outside glazed curtainwall system.
 - B. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
 - 1. Construction: Thermally broken.
 - 2. Glazing System: Retained mechanically with gaskets on four sides.
 - 3. Glazing Plane: Front.
 - 4. Finish: Color anodic finish.
 - 5. Fabrication Method: Either factory- or field-fabricated system.
 - 6. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
 - 7. Steel Reinforcement: As required by manufacturer.
 - C. Pressure Caps: Manufacturer's standard aluminum components that mechanically retain glazing.

GLAZED ALUMINUM CURTAIN WALLS

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1. Include snap-on aluminum trim that conceals fasteners.
 - D. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- 2.3 GLAZING
- A. Glazing: Comply with Section 088000 "Glazing."
 - B. Glazing Gaskets: ASTM C509 or ASTM C864. Manufacturer's standard.
 1. Color: Black.
 - C. Glazing Sealants: As recommended by manufacturer.
- 2.4 MATERIALS
- A. Sheet and Plate: ASTM B209 (ASTM B209M).
 - B. Extruded Bars, Rods, Profiles, and Tubes: ASTM B221 (ASTM B221M).
 - C. Extruded Structural Pipe and Tubes: ASTM B429/B429M.
 - D. Structural Profiles: ASTM B308/B308M.
 - E. Steel Reinforcement:
 1. Structural Shapes, Plates, and Bars: ASTM A36/A36M.
 2. Cold-Rolled Sheet and Strip: ASTM A1008/A1008M.
 3. Hot-Rolled Sheet and Strip: ASTM A1011/A1011M.
 - F. Steel Reinforcement Primer: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods in accordance with recommendations in SSPC-SP COM, and prepare surfaces in accordance with applicable SSPC standard.
- 2.5 FABRICATION
- A. Form or extrude aluminum shapes before finishing.
 - B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
 - C. Fabricate components that, when assembled, have the following characteristics:
 1. Profiles that are sharp, straight, and free of defects or deformations.
 2. Accurately fitted joints with ends coped or mitered.
 3. Physical and thermal isolation of glazing from framing members.

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4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
 5. Provisions for field replacement of glazing from exterior.
 6. Provisions for safety railings mounted on interior face of mullions.
 7. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Fabricate components to resist water penetration as follows:
1. Pressure-equalized system or double barrier design with primary air and vapor barrier at interior side of glazed aluminum curtain wall and secondary seal weeped and vented to exterior.
- E. Curtain-Wall Framing: Fabricate components for assembly using manufacturer's standard assembly method.
- F. Factory-Assembled Frame Units:
1. Rigidly secure nonmovement joints.
 2. Prepare surfaces that are in contact with structural sealant in accordance with sealant manufacturer's written instructions, to ensure compatibility and adhesion.
 3. Preparation includes, but is not limited to, cleaning and priming surfaces.
 4. Seal joints watertight unless otherwise indicated.
 5. Install glazing to comply with requirements in Section 088000 "Glazing."
- G. After fabrication, clearly mark components to identify their locations in Project in accordance with Shop Drawings.

2.6 ALUMINUM FINISHES

- A. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm, or thicker.
1. Color: As selected by Architect from full range of industry colors and color densities., to match existing.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Comply with manufacturer's written instructions.
- B. Do not install damaged components.
- C. Fit joints to produce hairline joints free of burrs and distortion.
- D. Rigidly secure nonmovement joints.
- E. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.

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- F. Where welding is required, weld components in concealed locations to minimize distortion or discoloration of finish. Protect glazing surfaces from welding.
- G. Seal joints watertight unless otherwise indicated.
- H. Metal Protection:
 - 1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with primer, applying sealant or tape, or installing nonconductive spacers as recommended by manufacturer for this purpose.
 - 2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- I. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within glazed aluminum curtain wall to exterior.
- J. Install components plumb and true in alignment with established lines and grades.

3.2 INSTALLATION OF GLAZING

- A. Install glazing as specified in Section 088000 "Glazing."

END OF SECTION 084413

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CONTRACT 2 – BUILDING FITOUT PACKAGE**

SECTION 088000 - GLAZING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:
 - 1. Windows.
 - 2. Doors.
 - 3. Entrances and storefronts.

1.3 DEFINITIONS

- A. Manufacturer: A firm that produces primary glass or fabricated glass as defined in referenced glazing publications.
- B. Interspace: Space between lites of an insulating-glass unit that contains dehydrated air or a specified gas.
- C. Deterioration of Coated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in metallic coating.
- D. Deterioration of Laminated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.
- E. Deterioration of Insulating Glass: Failure of the hermetic seal under normal use that is attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.

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1.4 SUBMITTALS

- A. Product Data: For each glass product and glazing material indicated.
- B. Product Certificates: Signed by manufacturers of glass and glazing products certifying that products furnished comply with requirements.
- C. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Preconstruction Adhesion and Compatibility Test Report: From glazing sealant manufacturer indicating glazing sealants were tested for adhesion to glass and glazing channel substrates and for compatibility with glass and other glazing materials.
- E. Product Test Reports: From a qualified testing agency indicating the following products comply with requirements, based on comprehensive testing of current products:
 - 1. Insulating glass.
 - 2. Glazing sealants.
 - 3. Glazing gaskets.
- F. SWRI Validation Certificate: For each elastomeric glazing sealant specified to be validated by SWRI's Sealant Validation Program.
- G. Warranties: Special warranties specified in this Section.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed glazing similar in material, design, and extent to that indicated for Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Source Limitations for Clear Glass: Obtain clear float glass from one primary-glass manufacturer.
- C. Source Limitations for Tinted Glass: Obtain tinted, heat-absorbing, and light-reducing float glass from one primary-glass manufacturer for each tint color indicated.
- D. Source Limitations for Coated Glass: Obtain coated glass from one manufacturer for each type of coating and each type and class of float glass indicated.
- E. Source Limitations for Insulating Glass: Obtain insulating-glass units from one manufacturer using the same type of glass and other components for each type of unit indicated.
- F. Source Limitations for Glazing Accessories: Obtain glazing accessories from one source for each product and installation method indicated.

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1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials according to manufacturer's written instructions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
- B. For insulating-glass units that will be exposed to substantial altitude changes, comply with insulating-glass manufacturer's written recommendations for venting and sealing to avoid hermetic seal ruptures.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
 - 1. Do not install liquid glazing sealants when ambient and substrate temperature conditions are outside limits permitted by glazing sealant manufacturer or below 40 deg F.

1.8 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Manufacturer's Special Warranty on Coated-Glass Products: Written warranty, made out to Owner and signed by coated-glass manufacturer agreeing to furnish replacements for those coated-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
 - 1. Warranty Period: 10 years from date of Substantial Completion.
- C. Manufacturer's Special Warranty on Insulating Glass: Written warranty, made out to Owner and signed by insulating-glass manufacturer agreeing to furnish replacements for insulating-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
 - 1. Warranty Period: 10 years from date of Substantial Completion.

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PART 2 - PRODUCTS

2.1 PRODUCTS AND MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products indicated in schedules at the end of Part 3.

2.2 GLASS PRODUCTS

- A. Heat Treated Float Glass: All interior glass and exterior glass where required by safety glazing standards:

1. ASTM C 1048: Type 1, Q3, HS or FT where indicated or required by authorities having jurisdiction or specifically by applicable codes.

- B. $\frac{3}{4}$ " Insulating Glass Units: All exterior glass:

1. Preassembled units consisting of dual sealed lites of fully tempered glass separated by a dehydrated interspace, and complying with ASTM E 774 for Class CBA units and with requirements specified in the Insulating Glass Schedule.
2. Provide heat treated float glass, Kind HS where recommended by manufacturer to comply with system performance requirements specified and Kind FT where safety glass is designated or required.
3. Performance characteristics designated for coated insulation glass are nominal values abase on manufacturer's published data for units with lites 6 mm thick and nominal $\frac{1}{2}$ inch dehydrated space between lites, unless otherwise noted.
4. Low-E Coating: "Solarban" 60 Solar Control (Sputtered), by PPG Industries, or equal.

2.3 ELASTOMERIC GLAZING SEALANTS

- A. General: Provide products of type indicated, complying with the following requirements:

1. Compatibility: Select glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
3. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range for this characteristic.

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- B. **Elastomeric Glazing Sealant Standard:** Comply with ASTM C 920 and other requirements indicated for each liquid-applied, chemically curing sealant in the Glazing Sealant Schedule at the end of Part 3, including those referencing ASTM C 920 classifications for type, grade, class, and uses.

1. **Additional Movement Capability:** Where additional movement capability is specified in the Glazing Sealant Schedule, provide products with the capability, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, to withstand the specified percentage change in the joint width existing at time of installation and remain in compliance with other requirements in ASTM C 920 for uses indicated.

2.4 GLAZING TAPES

- A. **Back-Bedding Mastic Glazing Tape:** Preformed, butyl-based elastomeric tape with a solids content of 100 percent; non-staining and non-migrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; packaged on rolls with a release paper backing; and complying with ASTM C 1281 and AAMA 800 for products indicated below:

1. AAMA 804.3 tape, where indicated.
2. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
3. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.

- B. **Expanded Cellular Glazing Tape:** Closed-cell, PVC foam tape; factory coated with adhesive on both surfaces; packaged on rolls with release liner protecting adhesive; and complying with AAMA 800 for the following types:

1. Type 1, for glazing applications in which tape acts as the primary sealant.
2. Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

2.5 GLAZING GASKETS

- A. **Lock-Strip Gaskets:** Neoprene extrusions in size and shape indicated, fabricated into frames with molded corner units and zipper lock strips, complying with ASTM C 542, black.

- B. **Dense Compression Gaskets:** Molded or extruded gaskets of material indicated below, complying with standards referenced with name of elastomer indicated below, and of profile and hardness required to maintain watertight seal:

1. Neoprene, ASTM C 864.
2. EPDM, ASTM C 864.
3. Silicone, ASTM C 1115.
4. Thermoplastic polyolefin rubber, ASTM C 1115.
5. Any material indicated above.

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- C. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned gaskets of material indicated below; complying with ASTM C 509, Type II, black; and of profile and hardness required to maintain watertight seal:
1. Neoprene.
 2. EPDM.
 3. Silicone.
 4. Thermoplastic polyolefin rubber.
 5. Any material indicated above.

2.6 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions with a Shore A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).
- F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.
- G. Perimeter Insulation for Fire-Resistive Glazing: Identical to product used in test assembly to obtain fire-resistance rating.

2.7 FABRICATION OF GLASS AND OTHER GLAZING PRODUCTS

- A. Fabricate glass and other glazing products in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing standard, to comply with system performance requirements.
- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites in a manner that produces square edges with slight kerfs at junctions with indoor and outdoor faces.
- C. Grind smooth and polish exposed glass edges.

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PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine framing glazing, with Installer present, for compliance with the following:
 - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
 - 2. Presence and functioning of weep system.
 - 3. Minimum required face or edge clearances.
 - 4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.

3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Glazing channel dimensions, as indicated on Drawings, provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances. Adjust as required by Project conditions during installation.
- C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
- D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction sealant-substrate testing.
- E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- G. Provide spacers for glass lites where the length plus width is larger than 50 inches (1270 mm) as follows:
 - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to

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maintain required face clearances and to comply with system performance requirements.

2. Provide 1/8-inch (3-mm) minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- I. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- J. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
- K. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

3.4 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Where framing joints are vertical, cover these joints by applying tapes to heads and sills first and then to jambs. Where framing joints are horizontal, cover these joints by applying tapes to jambs and then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until just before each glazing unit is installed.
- F. Apply heel bead of elastomeric sealant.
- G. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- H. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.5 GASKET GLAZING (DRY)

- A. Fabricate compression gaskets in lengths recommended by gasket manufacturer to fit openings exactly, with stretch allowance during installation.

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- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Install gaskets so they protrude past face of glazing stops.

3.6 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

3.7 LOCK-STRIP GASKET GLAZING

- A. Comply with ASTM C 716 and gasket manufacturer's written instructions. Provide supplementary wet seal and weep system, unless otherwise indicated.

3.8 PROTECTION AND CLEANING

- A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels, and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations, including weld splatter. If, despite such protection, contaminating substances do come into contact with glass, remove them immediately as recommended by glass manufacturer.
- C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for build-up of dirt, scum, alkaline deposits, or stains; remove as recommended by glass manufacturer.
- D. Remove and replace glass that is broken, chipped, cracked, abraded, or damaged in any way, including natural causes, accidents, and vandalism, during construction period.

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- E. Wash glass on both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended by glass manufacturer.

3.9 MONOLITHIC FLOAT-GLASS SCHEDULE

- A. Uncoated Clear Float Glass: Where glass as designated below is indicated, provide Type I (transparent glass, flat), Class 1 (clear) glass lites complying with the following:
 - 1. Uncoated Clear Fully Tempered Float Glass: Kind FT (fully tempered).
- B. Application: Provide at interior doors and windows.

3.10 INSULATING-GLASS SCHEDULE

- A. Low-E Insulating Glass: Where glass of this designation is indicated, provide low-emissivity insulating-glass units complying with the following:
 - 1. Overall Unit Thickness and Thickness of Each Lite: 24 mm (1") and 6 mm as indicated.
 - 2. Interspace Content: Argon
 - 3. Indoor Lite: Type I (transparent glass, flat), Class 1 (clear) float glass.
 - a. Kind FT (fully tempered), Condition A (uncoated surfaces).
 - 4. Outdoor Lite: Gray tinted vision glass.
 - a. Condition A Kind FT (fully tempered).
 - 5. Low-Emissivity Coating or Film: Sputtered on second surface, Sputtered on third surface or low-emissivity coated film suspended in the interspace.
 - 6. Provide white laminated glass for windows at drawing locations noted to have "obscured insulated glazing". Interior lite shall have an overall thickness of ¼ inch with laminate interlayer. All other aspects of these windows shall be the same as other insulated glass.
- B. Application: Provide at windows and exterior storefronts.
- C. Shading coefficient: 0.44 maximum.
- D. Visible Light Transmission: 70%.
- E. Winter Night-time U-Value: 0.31.
- F. Solar Heat Gain Coefficient: 0.38.
- G. Outdoor Visible Light Reflectance: 11%

END OF SECTION 08800

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SECTION 078446 - FIRE-RESISTIVE JOINT SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Joints in or between fire-resistance-rated constructions.
2. Joints in smoke barriers.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Product Schedule: For each fire-resistive joint system. Include location and design designation of qualified testing agency.

1. Where Project conditions require modification to a qualified testing agency's illustration for a particular fire-resistive joint system condition, submit illustration, with modifications marked, approved by fire-resistive joint system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly.

1.3 INFORMATIONAL SUBMITTALS

A. Installer Certificates: From Installer indicating fire-resistive joint systems have been installed in compliance with requirements and manufacturer's written recommendations.

B. Product test reports.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: A firm that has been approved by FM Global according to FM Global 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with UL's "Qualified Firestop Contractor Program Requirements."

B. Fire-Test-Response Characteristics: Fire-resistive joint systems shall comply with the following requirements:

1. Fire-resistive joint system tests are performed by UL or a qualified testing agency acceptable to authorities having jurisdiction.

C. Preinstallation Conference: Conduct conference at Project site.

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PART 2 - PRODUCTS

2.1 FIRE-RESISTIVE JOINT SYSTEMS

- A. Where required, provide fire-resistive joint systems that are produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of assemblies in or between which fire-resistive joint systems are installed. Fire-resistive joint systems shall accommodate building movements without impairing their ability to resist the passage of fire and hot gases.
- B. Joints in or between Fire-Resistance-Rated Construction: Ratings determined per ASTM E 1966 or UL 2079:
 - 1. Fire-Resistance Rating: Equal to or exceeding the fire-resistance rating of construction they will join.
- C. Joints in Smoke Barriers: Ratings determined per UL 2079.
 - 1. L-Rating: Not exceeding 5.0 cfm/ft (0.00775 cu. m/s x m) of joint at 0.30 inch wg (74.7 Pa) at both ambient and elevated temperatures.
- D. Exposed Fire-Resistive Joint Systems: Provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.
- E. VOC Content: Fire-resistive joint system sealants shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - 1. Architectural Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.
- F. Low-Emitting Materials: Fire-resistive joint system sealants shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- G. Accessories: Provide components of fire-resistive joint systems, including primers and forming materials, that are needed to install fill materials and to maintain ratings required. Use only components specified by fire-resistive joint system manufacturer and approved by the qualified testing agency for systems indicated.
- H. Subject to compliance with requirements, through-penetration firestop systems that may be incorporated into the Work include, but are not limited to the systems indicated and are produced by the following manufacturers:
 - 1. 3M; Fire Protection Products Division.
 - 2. Grace, W. R. and Co.
 - 3. Hilti Inc.
 - 4. Tremco; Sealant/Weatherproofing Division.

BUILDING 74 RENOVATIONS
CONTRACT 1 - INTERIOR DEMOLITION AND WINDOW REPLACEMENT

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for joint configurations, substrates, and other conditions affecting performance of the Work.
- B. Install fire-resistive joint systems to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.
- C. Install forming materials and other accessories of types required to support fill materials during their application and in position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
 - 1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of fire-resistive joint system.
- D. Install fill materials for fire-resistive joint systems by proven techniques to produce the following results:
 - 1. Fill voids and cavities formed by joints and forming materials as required to achieve fire-resistance ratings indicated.
 - 2. Apply fill materials so they contact and adhere to substrates formed by joints.
 - 3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.2 IDENTIFICATION

- A. Identify fire-resistive joint systems with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches (150 mm) of joint edge so labels will be visible to anyone seeking to remove or penetrate joint system. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:
 - 1. The words "Warning - Fire-Resistive Joint System - Do Not Disturb. Notify Building Management of Any Damage."
 - 2. Contractor's name, address, and phone number.
 - 3. Designation of applicable testing agency.
 - 4. Date of installation.
 - 5. Manufacturer's name.
 - 6. Installer's name.

**BUILDING 74 RENOVATIONS
CONTRACT 1 – INTERIOR DEMOLITION AND WINDOW REPLACEMENT**

3.3 FIELD QUALITY CONTROL

- A. Inspecting Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Where deficiencies are found or fire-resistive joint systems are damaged or removed due to testing, repair or replace fire-resistive joint systems so they comply with requirements.
- C. Proceed with enclosing fire-resistive joint systems with other construction only after inspection reports are issued and installations comply with requirements.

3.4 FIRE-RESISTIVE JOINT SYSTEM SCHEDULE

- A. Where UL-classified systems are indicated, they refer to system numbers in UL's "Fire Resistance Directory" under product Category XHBN.
- B. Floor-to-Floor, Fire-Resistive Joint Systems:
 - 1. UL-Classified Systems: FF-D-0027/0034.
- C. Wall-to-Wall, Fire-Resistive Joint Systems:
 - 1. UL-Classified Systems, where movement is anticipated: WW-D-0004/0030.
 - 2. UL-Classified Systems, static locations: WW-S-0008/0028.
- D. Floor-to-Wall, Fire-Resistive Joint Systems:
 - 1. UL-Classified Systems: FW-D-0004/0012.
- E. Head-of-Wall, Fire-Resistive Joint Systems:
 - 1. UL-Classified Systems: HW-D-0206/0013.
- F. Bottom-of-Wall, Fire-Resistive Joint Systems:
 - 1. UL-Classified Systems: BW-S-0007.

END OF SECTION 078446

1" INSULATED ALUMINUM
PANEL GLAZED INTO
CURTAIN WALL SYSTEM

2ND FLOOR
F.F.E. 111'-4"

AMEND STRUCTURE AS
REQUIRED TO SUPPORT
NEW CURTAIN WALL
SYSTEM

1" INSULATED PANEL ON
3-5/8" STEEL STUDS AT
16" O.C.

R-28 BATT INSULATION
MATCHING MOUNTING
TRIM, TYPICAL

PROTECT EXISTING
STOREFRONT TO REMAIN

REMOVE DOWNSPOUT
TO EXISTING CURTAIN
WALL SYSTEM, REPLACE
AS NECESSARY

1ST FLOOR
F.F.E. 100'-0"

CURTAIN WALL SECTION

1
A-502

SCALE: 3/8" = 1'-0"



AIRPORT PLANNING / DEVELOPMENT
ARCHITECTURE / INTERIOR DESIGN
CIVIL ENGINEERING / SITE DEVELOPMENT
ENVIRONMENTAL ENGINEERING
LANDSCAPE ARCHITECTURE
SURVEYING

SL Albans, WV
(304) 777-5501

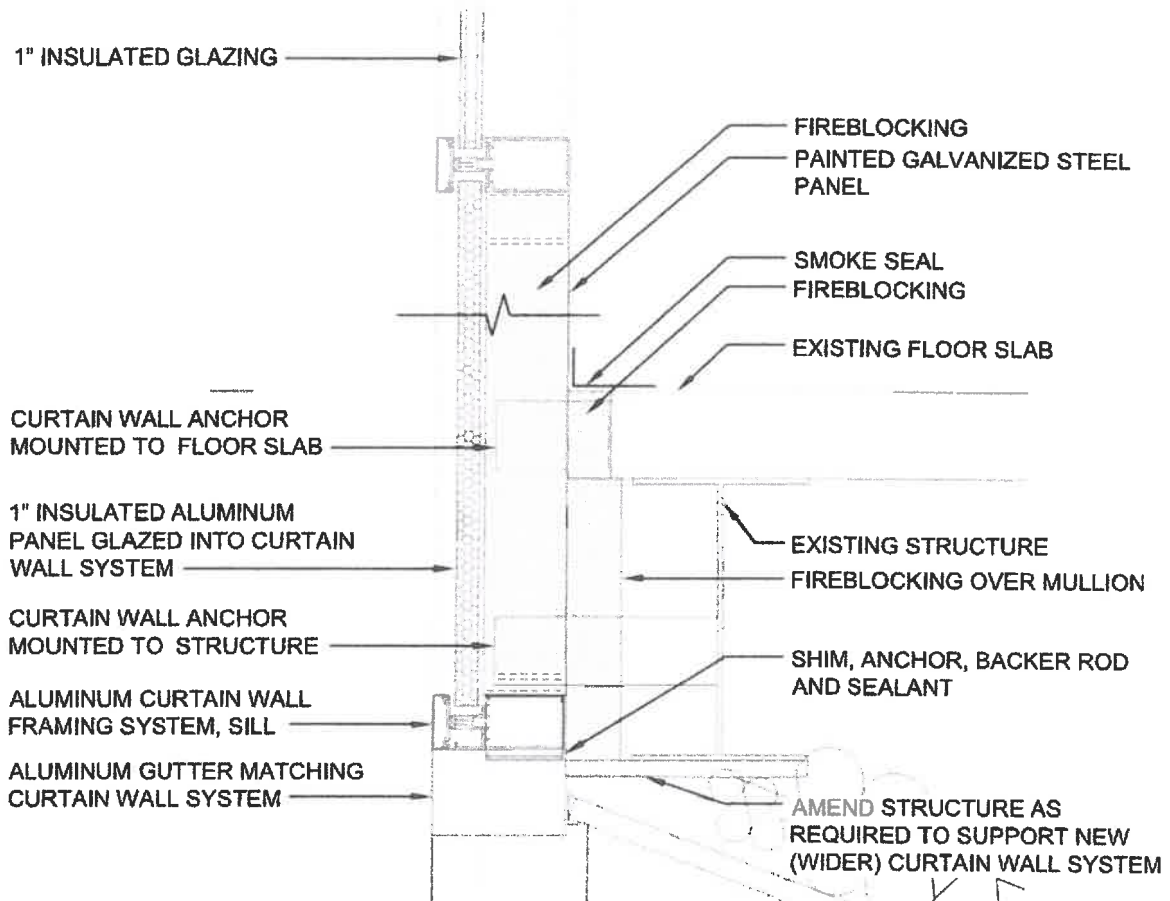
Buckhannon, WV
(304) 472-8914

www.chaptech.com

BUILDING 74 RENOVATIONS

REVISED DETAIL 1/A502

JOB NUMBER	24024
SCALE	AS NOTED
DATE	2/3/2025
DRAWN BY	PAW
CHECKED BY	PAW
DATE	PAW
SHEET NO.	SK 01
REVISION	



4
A-502

DETAIL

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



AIRPORT PLANNING / DEVELOPMENT
ARCHITECTURE / INTERIOR DESIGN
CIVIL ENGINEERING / SITE DEVELOPMENT
ENVIRONMENTAL ENGINEERING
LANDSCAPE ARCHITECTURE
SURVEYING

St. Albans, WV
(304) 727-6501
Buckhannon, WV
(304) 472-6914

www.chaptech.com

BUILDING 74 RENOVATIONS

REVISED DETAIL 4/A502

JOB NUMBER:	24024
SCALE:	AS NOTED
DATE:	2/3/2023
DRAWN BY:	PAW
CHECKED BY:	PAW
DESIGNED BY:	PAW
DATE:	2/3/2023
REVISION:	
SK 02	

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ GSD2500000017

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)

- ☒ Addendum No. 1
- ☒ Addendum No. 2
- ☒ Addendum No. 3
- ☒ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

Company

Authorized Signature

Date

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



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

**State of West Virginia
Centralized Request for Quote
Construction**

Proc Folder: 1597926			Reason for Modification: Addendum No. 4
Doc Description: Bldg. 74 Interior Demolition and Window Replacement Project			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-02-13	2025-02-25 13:30	CRFQ 0211 GSD2500000017	5

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
(304) 558-2544
tara.l.lyle@wv.gov

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum No. 4 is issued to publish and distribute the following information to the Vendor community.

1. To provide responses to vendor questions. See attachment.
2. To provide clarifications with revised technical specifications sections and revised drawings. See attachment.
3. The bid opening remains on 02/25/2025 at 1:30 pm ET.
No other changes.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 74 PLAZA FOUR 318-324 4TH AVE SOUTH CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Commercial and office building renovation and repair service				

Comm Code	Manufacturer	Specification	Model #
72121103			

Extended Description:

Commercial and office building renovation and repair service

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid meeting @10 AM	2025-01-23
2	Vendor question deadline @ 12:00 pm	2025-02-04
3	Site visit @10:00 am	2025-01-27

	Document Phase	Document Description	Page 3
GSD2500000017	Final	Bldg. 74 Interior Demolition and Window Replacement Project	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

3. **PRE-BID 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:

Building 7- Capitol Room
1900 Kanawha Blvd. E
Charleston, WV 25305

Thursday, January 23, 2025 @ 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. 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.

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.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below 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 non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: Thursday, January 30, 2025 by 12:00 pm

Submit Questions to: Melissa Pettrey, Senior Buyer
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: Melissa.K.Pettrey@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Melissa Pettrey, Senior Buyer

SOLICITATION NO.: CRFQ GSD2500000017

BID OPENING DATE: Thursday, February 6, 2025

BID OPENING TIME: 1:30 pm

FAX NUMBER: 304-558-3970

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

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 or via delivery by mail).

Bid Opening Date and Time: Thursday, February 6, 2025 1:30 pm

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 Acknowledgement Form. 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 **shall** 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. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. **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.

13. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. **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: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

14A. 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: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code § 5A-3-37 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.

16. 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 § 148-1-4.7.

17. 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.

18. 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.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. 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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. 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.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within One Hundred and Eighty (180) days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

☒ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

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

☐ **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.

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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.

☐ **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.

☒ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

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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 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 that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

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

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

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

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ Certificate of Insurance must indicate Additional Insured.

☒ Certificate Holder should indicate:
General Services Division
1900 Kanawha Blvd. E
Charleston, WV 25305

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9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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:

☒ \$1,000.00 _____ for each calendar day beyond Substantial Completion date.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, 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 Contractor Licensing Board.

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

2. BONDS: The following bonds must be submitted:

- ☒ **BID BOND:** 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 OR VENDOR'S BID WILL BE DISQUALIFIED.**
- ☒ **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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☒ **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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid 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 the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

Revised 8/24/2023

3. 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.

3.1. 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.

4. 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.

Revised 8/24/2023

5. 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.

6. 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.

7. 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.

8. 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.

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

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

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

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

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

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

REQUEST FOR QUOTATION
Building 74 Interior Demo and Window Replacement Project
CRFQ GSD2500000017

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division (“Agency” and “Owner”) to establish a contract for Building 74 Interior Demolition and Window Replacement Project in South Charleston, WV, per the attached Specifications. Project Manual and Drawings can be obtained from Chapman Technical Group (serving as the Engineer 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 of the Building 74 Interior Demolition and Window Replacement Project, as more fully described in these Specifications, Project Manual, and Drawings.
 - 2.2 **“Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, upon which Vendor shall 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 Three (3) projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable.

REQUEST FOR QUOTATION
Building 74 Interior Demo and Window Replacement Project
CRFQ GSD2500000017

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.

5. **CONTRACT AWARD:** The Contract is intended to provide the 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. All bidders are required to provide a copy of the completed Exhibit A pricing page with their bid.
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 the 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.
9. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.

REQUEST FOR QUOTATION
Building 74 Interior Demo and Window Replacement Project
CRFQ GSD2500000017

- 10. SUBSTANTIAL AND FINAL COMPLETION:** Vendor shall achieve Substantial Completion by One Hundred and Fifty (150) calendar days and Final Completion by One Hundred and Eighty (180) calendar days after the Contract start date established by the issuance of the Notice to Proceed. Failure to meet the deadlines established herein, unless extended by a change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.
- 11. LIQUIDATED DAMAGES:** Vendor shall pay Liquidated Damages in the amount of \$1,000.00 per calendar day for every calendar day beyond the date for Substantial Completion of the overall contract, as established by the issuance of the Notice to Proceed, for which Substantial Completion of the overall project has not been achieved.
- 12. PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

Chapman Technical Group
200 Sixth Avenue
St. Albans, WV 25177
(for a non-refundable fee of \$100.00 per set)

Vendors may also obtain Project Manuals and Drawings through Chapman Technical Group's Plan Room on its website at www.chaptech.com, or by contacting McKenzie Young at myoung@chaptech.com or 304-727-5501.

- 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. Bidders are encouraged to include sufficient information with any technical question requesting review of a potential substitution. The Agency reserves the right to not provide approval or rejection of a substitution request by technical question if the bidder does not submit sufficient documentation with their question for the Agency to conclude compliance of the requested substitution with all applicable specifications.
- 14. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to the Agency's facilities. In the event that access cards and/or keys are required:
- 14.1** Vendor must identify principal service personnel who 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 a replacement fee if the cards or keys become lost or stolen.



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

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

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to submit bid prior to the bid opening date and time
6. Federal debarment
7. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
2. Debt to the state or political subdivision (must be cured prior to award)
3. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
4. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
5. Failure to obtain required bonds and/or insurance
6. 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
7. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so
8. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so
9. Failure to use the provided solicitation form (only if stipulated as mandatory)

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (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

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

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

Principal Seal

(R)

(Q)
(Name of Principal)
By (S)
(Must be President, Vice President, or Duly Authorized Agent)

Surety Seal

(U)

(T)
Title
(V)
(Name of Surety)
(W)
Attorney-in-Fact

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

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

Agency _____
REQ.P.O# _____

BID BOND

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

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

NOW THEREFORE,

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

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

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

Principal Seal

(Name of Principal)

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

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

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

1" INSULATED ALUMINUM
 PANEL GLAZED INTO
 CURTAIN WALL SYSTEM

2ND FLOOR
 F.F.E. 111'-4"

AMEND STRUCTURE AS
 REQUIRED TO SUPPORT
 NEW CURTAIN WALL
 SYSTEM

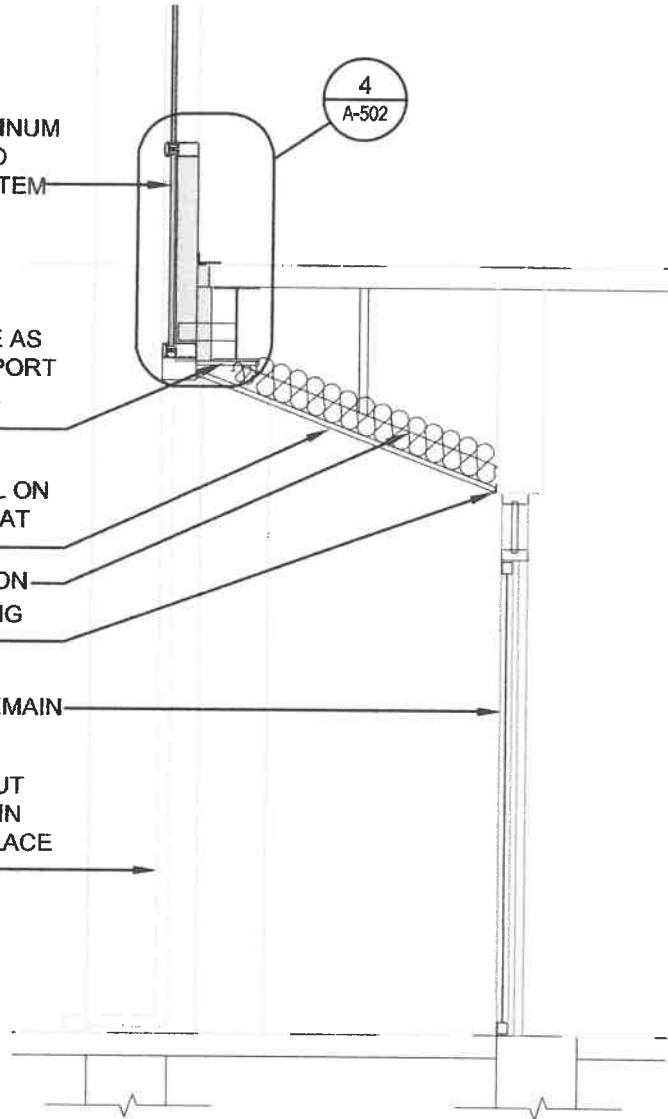
1" INSULATED PANEL ON
 3-5/8" STEEL STUDS AT
 16" O.C.

R-28 BATT INSULATION
 MATCHING MOUNTING
 TRIM, TYPICAL

PROTECT EXISTING
 STOREFRONT TO REMAIN

REMOVE DOWNSPOUT
 TO EXISTING CURTAIN
 WALL SYSTEM, REPLACE
 AS NECESSARY

1ST FLOOR
 F.F.E. 100'-0"



CURTAIN WALL SECTION

SCALE: 3/8" = 1'-0"



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 (304) 727-5501

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 (304) 472-9914

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BUILDING 74 RENOVATIONS

REVISED DETAIL 1/A502

JOB NUMBER:	24024
SCALE:	AS NOTED
DATE:	2/3/2025
DRAWN BY:	PAW
DESIGNED BY:	PAW
CHECKED BY:	PAW
SHEET NO.	SK 01
REVISION	A