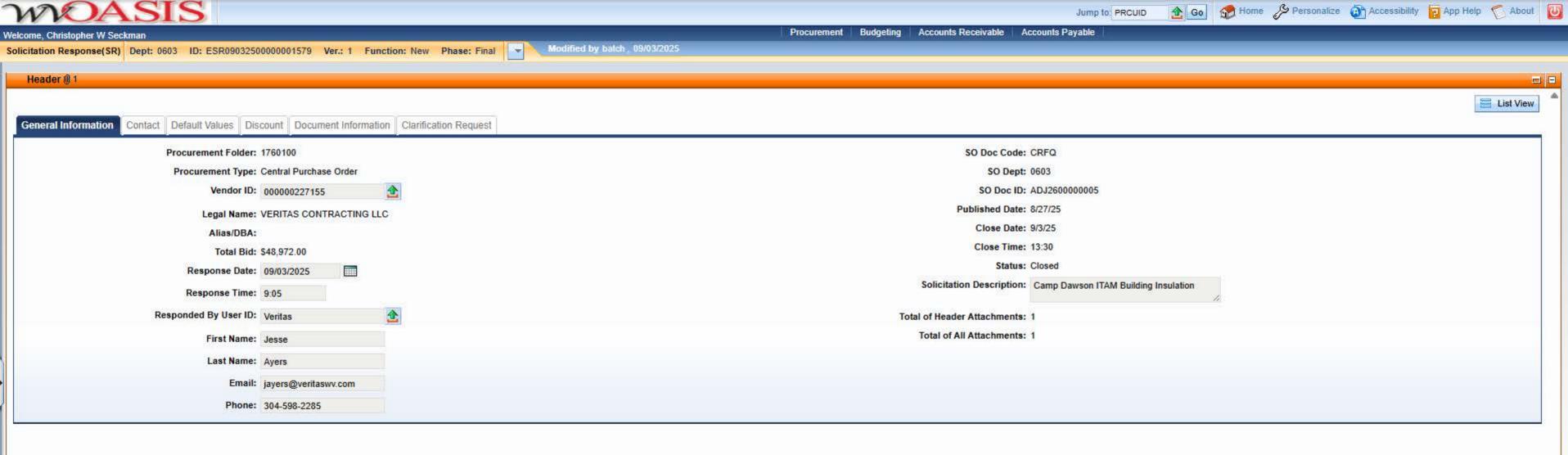


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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





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

## State of West Virginia Solicitation Response

Proc Folder: 1760100

Solicitation Description: Camp Dawson ITAM Building Insulation

**Proc Type:** Central Purchase Order

 Solicitation Closes
 Solicitation Response
 Version

 2025-09-03 13:30
 SR 0603 ESR09032500000001579
 1

**VENDOR** 

000000227155

VERITAS CONTRACTING LLC

Solicitation Number: CRFQ 0603 ADJ2600000005

**Total Bid:** 48972 **Response Date:** 2025-09-03 **Response Time:** 09:05:30

Comments:

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067 david.h.pauline@wv.gov

Vendor Signature X

FEIN#

DATE

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

 Date Printed:
 Sep 3, 2025
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Camp Dawson ITAM Building Insulation				48972.00

Comm Code	Manufacturer	Specification	Model #	
72152103				

## **Commodity Line Comments:**

## **Extended Description:**

Provide labor and materials to install spray foam insulation in the ITAM Building on Camp Dawson per the attached documentation

Date Printed: Sep 3, 2025 Page: 2 FORM ID: WV-PRC-SR-001 2020/05



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:

1760100

Reason for Modification:

Doc Description: Camp Dawson ITAM Building Insulation

Addendum No. 1

Proc Type:

Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2025-08-26	2025-09-03 13:30	CRFQ 0603 ADJ2600000005	2

#### BID RECEIVING LOCATION

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

#### VENDOR

Vendor Customer Code: 000000227155

Vendor Name: Veritas Contracting, LLC

Address: 246

Street: Business Park Drive

Fairmont City:

Country: United States State: WV Zip: 26554

Samuel O. Proctor Principal Contact :

Vendor Contact Phone: 304-598-2285 Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067

david.h.pauline@wv.gov

Vendor

Signature X

FEIN# 80-0092808

DATE

September 3, 2025

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

Date Printed: Aug 26, 2025

Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

### ADDITIONAL INFORMATION

Addendum No. 1

To provide copies of the Pre-bid Meeting Sign-In Sheets (See attached).

To provide responses to vendor questions regarding the solicitation (see attached).

Bid Opening Date & Time Remains September 3, 2025, at 1:30 pm., EST.

No other changes.

INVOICE TO		SHIP TO		
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARM TRAINING SITE 240 ARMY RD	Y	
CHARLESTON US	WV	KINGWOOD US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Camp Dawson ITAM Building Insulation				

Comm Code	Manufacturer	Specification	Model #	
72152103				

## **Extended Description:**

Provide labor and materials to install spray foam insulation in the ITAM Building on Camp Dawson per the attached documentation

### SCHEDULE OF EVENTS

Line	Event	<u>Event Date</u>	
1	Mandatory Prebid Meeting At 1:00 pm., EST.	2025-08-19	
2	Vendor Technical Questions Due By 11:00 am., EST.	2025-08-26	

	Document Phase	Document Description	Page 3
ADJ2600000005	A CONTRACTOR OF THE CONTRACTOR	Camp Dawson ITAM Building Insulation	

## ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

## **BID BOND**

			ACCOUNTS AT	igned, Veritas Contracting, LLC
of		,		, as Principal, and Fidelity and Deposit Company of Maryland
of	Schaumburg	, <u>IL</u>	, a corpo	ration organized and existing under the laws of the State of
<u> </u>	with its principal	office in the City of	Schaumbu	irg, as Surety, are held and firmly bound unto the State
of Wes	st Virginia, as Obligee, in the	penal sum of Five Pe	rcent of Amo	unt Bid (\$ 5% ) for the payment of which,
well ar	nd truly to be made, we jointly	and severally bind ou	rselves, our he	irs, administrators, executors, successors and assigns.
	The Condition of the abo	ve obligation is such	that whereas	the Principal has submitted to the Purchasing Section of the
Denar				and made a part hereof, to enter into a contract in writing for
. 85	Dawson ITAM Building I			
<u>oum</u>	5 Bawoon 117 avi Bananig 1	Hodiation		
	NOW THEREFORE,			
	(a) If said bid shall be			
ottoob	(b) If said bid shall	be accepted and the	Principal shall	enter into a contract in accordance with the bid or proposal and shall in all other respects perform
the ag	reement created by the acce	otance of said bid, the	n this obligation	n shall be null and void, otherwise this obligation shall remain in
full for	ce and effect. It is expressly	understood and agre	ed that the liat	pility of the Surety for any and all claims hereunder shall, in no
event,	exceed the penal amount of	this obligation as here	n stated.	
	The County for the column		-tnd -ar-	so that the obligations of said Surety and its hand shall ha in sa
way in	ne Surety, for the value f	eceived, nereby stipul	ates and agree vithin which the	es that the obligations of said Surety and its bond shall be in no e Obligee may accept such bid, and said Surety does hereby
	notice of any such extension.			
	= 1) St. 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1			Surety, executed and sealed by a proper officer of Principal and
Surety	, or by Principal individually it	Principal is an individ	ual, this 3rd	day ofSeptember / _,2025
Princip	oal Seal			Veritas Contracting, LLC
				(Name of Principal)
				By Will W
				(Must be President, Vice President, or
				Duly Authorized Agent)
				President
				(Title)
		umini	it Company	<i>y 2</i>
Surety	Soal	Z110000	POR	Fidelity and Deposit Company of Maryland
Surety	Seal	and and	SFAI ME	(Name of Surety)
			RORAL NAME OF THE PROPERTY OF	4 0 0 1
	1 1 2 1 1 1 1 1	THOUSE.	linois willing	Buil ( ) 41)( )
		"mil	Million India	By: Nicholas A Spakes (Ann. 1977)
				Nicholas A. Spałachane 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.

Bond No.

**Bid Bond** 

Obligee: WV Army National Guard

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of February, A.D. 2025.

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

By: Christopher Nolan Vice President

By: Dawn E. Brown Secretary

Dawn & Brown

State of Maryland County of Baltimore

On this 7th day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Jewenieue M. Mason

Notary Public

My Commission Expire January 27, 2029

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

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

#### CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this <u>3rd</u> day of <u>September</u>, <u>2025</u>.





COORDINATION OF THE PROPERTY O

Mary Jean Pethick Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 reportsfclaims@zurichna.com 800-626-4577

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ ADJ2600000005

**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.

The second secon	Numbers Received:  ox next to each addendum rece	ived)	
$\boxtimes$	Addendum No. 1 08/26/25		Addendum No. 6
	Addendum No. 2		Addendum No. 7
	Addendum No. 3		Addendum No. 8
	Addendum No. 4		Addendum No. 9
	Addendum No. 5		Addendum No. 10
further unders discussion he	stand that that any verbal representations of the standard standards are standards.	sentatio atives a	denda may be cause for rejection of this bid. In made or assumed to be made during any oral and any state personnel is not binding. Only the fications by an official addendum is binding.  Weritas Contracting, LLC  Company  Authorized Signature  September 3, 2025  Date

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

## Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Veritas Contracting, 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.				
	w. va. Code g 21-11-1 et. seq.				

Attach additional pages if necessary

## EXHIBIT A CRFQ # ADJ2600000005

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO FULLY INSULATE THE ITAM BUILDING AT THE CAMP DAWSON ARMY TRAINING SITE Kingwood, WV 26537

## **BID FORM**

The undersigned, hereafter called the Bidder, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents.

BIDDERS COMPANY NAME: Veritas Contracting, LLC

VENDOR ADDRESS:	246 Business Park Drive	7)
	Fairmont, WV 26554	
TELEPHONE:	304-598-2285	
FAX NUMBER:	No Fax	
E-MAIL ADDRESS:	sproctor@veritaswv.com	
WV CONTRACTOR'S LICENSE NO.:	WV 037797	
insulation for the ITAM Buildi specifications.	- Thousand Nine Hundre	ed Seventy - Two Pollars and 300
Failure to use this bid form	may result in bid disqualification.	
SIGNATURE:	with the	DATE: September 3, 2025
NAME: Sam	uel O. Proctor	
TITLE Pres	(Please Print) sident	

## EXHIBIT A - Pricing Page



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

I,	Samuel O. Proctor	, after being first duly sworn, depose and state as follows:	
1.		Veritas Contracting, LLC ; and, (Company Name)	
2.	I do hereby attest that _	Veritas Contracting, LLC (Company Name)	
		for a drug-free workplace policy and that such plan and with <b>West Virginia Code</b> §21–10.	
The above statements are sworn to under the penalty of perjury.			
		Printed Name: Samuel OVPfoctor  Signature:	
		Title: President President	
		Company Name: Veritas Contracting, LLC	
		Date:304-598-2285	
STATE OF WEST VIRGINIA,			
	NTY OF	, TO-WIT:	
Гаке	n, subscribed and sworn to	before me this 3 day of September 2025.	
Зу С	ommission expires // C	uch 4, 2030	
(Sea	OFF NATO STATE OF JEANIE 126 Fairmon	ICIAL SEAL REY PUBLIC WEST VIRGINIA JO MILFONG Circle Drive int, WV 26554 pires March 09, 2030	

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

(Address) 246 Business Park Dr. Fairmont, WV 26554  (Phone Number) / (Fax Number) 304-598-2285 / No Fax  (email address) sproctor@veritaswv.com  CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that
(email address) <u>sproctor@veritaswv.com</u> CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I
CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I
through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I
this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.
By signing below, I further certify that I understand this Contract is subject to the provisions of West Virgivia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.  Veritas Contracting, LLC  (Company)  (Signature of Authorized Representative)
Samuel O. Proctor President September 3, 2025 (Printed Name and Title of Authorized Representative) (Date) 304-598-2285 / No Fax

(Email Address)

(Phone Number) (Fax Number)

sproctor@veritaswv.com

### **GENERAL CONSTRUCTION SPECIFICATIONS** (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Army National Guard, Construction & Facilities Management Office, to establish a contract for the following:

PROVIDE ALL LABOR, MATERIAL, TOOLS, SUPPLIES, AND EQUIPMENT TO FULLY INSULATE THE ITAM BUILDING AT THE CAMP DAWSON ARMY TRAINING SITE IN KINGWOOD, WV. The contractor shall coordinate work through the Agency Project Manager.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

The award, execution and completion of this project is contingent upon receipt of federal funding; therefore, vendors are requested to honor the pricing submitted on their bids for 90 from the date bids are opened on this project.

Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. Therefore, products of other manufacturers may be employed for this work provided they are of equivalent materials and construction, and are equally adaptable to the conditions as approved by the agency.

- 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 Project Plans as defined below.
  - **2.1 "Construction Services"** means to provide turn-key installation, including all labor, materials, tools, supplies and equipment, to fully insulate the ITAM Building at the Camp Dawson Army Training Site facility located near Kingwood, WV as more fully described in the Project Plans.
  - **2.2 "Pricing Page"** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.
  - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
  - **2.4 "Project Plans"** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B-C, that provide detailed instructions on how the Construction Services are to be

performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B-C, Vendors can obtain copies in accordance with Section 9 of these Specifications.

- **3. ORDER OF PRECEDENCE: THIS** General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- **4. QUALIFICATIONS: VENDOR**, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - **4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least five (5) projects and have at least five (5) years of experience in installing the specified roofing system and that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 5. CONTRACT AWARD: The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications.
- 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. This project contains No alternates.
- 7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
- **8. 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. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.

- 9. PROJECT PLANS: The checked box will apply to Project Plans for this solicitation.
  - □ **No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit(s) B-C or any subsequent addenda modifying Exhibit(s) B-C.

### 10. CONDITIONS OF THE WORK

- **10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- **10.2. Existing Conditions**: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.
- **10.3. Standard Work Hours**: The standard hours of work for this Contract will be Monday through Friday from 7:30am to 4:00pm, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.
- **10.4. Project Closeout**: Project Closeout shall include the following:
  - **10.4.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:
    - **10.4.1.1.** Contractor is responsible for removing all construction debris daily.
    - **10.4.1.2.** Contractor is responsible for removing and disposing of any demolished material; off site and at the contractor's expense.
  - 10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

### 10.5. Payment:

- 10.5.1 Agency shall pay flat fee as shown on the Bid Form, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- **10.5.2** Invoices shall be submitted for payment (in arrears) and must include the following information:
  - **10.5.2.1** Invoice must include, at a minimum, invoice date, FEIN number, complete address of vendor and Contract number.
  - **10.5.2.2** Invoices shall be mailed to the following address:

WV Army National Guard Construction & Facilities Management Office 1707 Coonskin Drive Attn: Accounts Payable Charleston, WV 25311

- 11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - **11.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - **11.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - **11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

## 12. MISCELLANEOUS:

**12.1. 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: Samuel O. Proctor

Telephone Number: 304-598-2285

Fax Number: No Fax

Email Address: sproctor@veritaswv.com

a. Liquidated Damages: Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. 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.

## **CONTRACTOR LICENSE**

**AUTHORIZED BY THE** 

West Virginia Contractor Licensing Board

NUMBER: WV037797

## CLASSIFICATION:

**GENERAL BUILDING** SPECIALTY

> VERITAS CONTRACTING LLC 246 BUSINESS PARK DRIVE FAIRMONT, WV 26554

DATE ISSUED

**EXPIRATION DATE** 

BER 12 2024

**OCTOBER 12, 2025** 

Authorized Sighature

Chair, West Virginia Contractor

Licensing Board



WEST VIRGINIA

CONTRACTOR LICENSING

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.