**General Construction SPECIFICATIONS**

1. **Purpose and Scope:** The West Virginia Purchasing Division is soliciting bids on behalf of [insert agency name] to establish a contract for [insert construction services being sought]. [insert architect name] is serving as the Architect on this project.
2. **Definitions:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification’s Manual as defined below.
   1. **“Construction Services”** means [insert general description of construction services that will be performed under this contract] as more fully described in these specifications and the Specifications/Project Manual.
   2. **“Pricing Page”** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
   3. **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
   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:
   1. **Experience:** Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least [insert number of projects] projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
   2. [ list minimum qualifications]
   3. [ list additional minimum qualifications]
5. **Contract award:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

1. **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.
2. **PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.

Approval and payment of progress payments will be based on Contractor’s submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.

1. **RETAINAGE:** Agency is entitled to withhold[insert percentage] 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.
2. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
3. **SUBSTANTIAL AND FINAL COMPLETION:** Vendor shall achieve substantial completion by [insert date] and final completion by [insert date]. Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.
4. **LIQUIDATED DAMAGES:** [insert liquidated damages either here or in the General Terms and Conditions. If in the General Terms and Conditions then delete this provision.]
5. **PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

[insert entity name and location to contact]

[insert cost to obtain documents]

Copies of project plans can be examined at the following locations

[insert name of entities that hold plans]

[insert name of entities that hold plans]

[insert name of entities that hold plans]

[insert name of entities that hold plans]

[insert name of entities that hold plans]

[insert name of entities that hold plans]

1. **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.
2. **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:
   1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
   2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
   3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
   4. Anyone performing under this Contract will be subject to Agency’s security protocol and procedures.
   5. Vendor shall inform all staff of Agency’s security protocol and procedures.
3. **MISCELLANEOUS:** 
   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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* 1. **Owner’s Representative:** Owner’s representative for notice purposes is

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **Initial Decision Maker:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.