

## *State of West Virginia*

### Supplementary Instructions to Bidders for AIA Document A701-1997

The following supplements modify, change, delete from or add to the Instructions to Bidders, AIA Document A 701, 1997 Edition. Where any Article, Paragraph, Subparagraph, or Clause of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, the unaltered portions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

#### ARTICLE 3 BIDDING DOCUMENTS

##### 3.4 ADDENDA

##### 3.4.4 Add the following sentence to Subparagraph 3.4.4:

If the Bidder fails to acknowledge receipt of each Addendum, then the Bid may be rejected.

#### ARTICLE 4 BIDDING PROCEDURES

##### 4.2 BID SECURITY

- 4.2.1 Delete the last sentence of Subparagraph 4.2.1.  
4.2.2 Delete Subparagraph 4.2.2 in its entirety and substitute the following:

4.2.2 Each Bid shall be accompanied by a certified check payable to the Owner for five percent (5%) of the total Bid, or in lieu of a certified check, a Bid Bond may be provided on the State of West Virginia form included in the Project Manual for five percent (5%) of the total Bid. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of power of attorney. Bonds issued by nonresident companies or agencies must be countersigned by a resident agent of the State of West Virginia.

##### 4.3 SUBMISSION OF BIDS

##### 4.3.1 Add the following Clause to Subparagraph 4.3.1:

4.3.1.1 Bids shall be submitted on the Form of Proposal included in the Bidding Documents. Each Bidder should obtain a Request for Bids/Quotations from the party receiving Bids and must follow all instructions contained therein. The Request for Bids/Quotations should be stapled to the front of the Form of Proposal. Each Bid shall be enclosed in a sealed, self addressed, opaque envelope plainly marked with the following information:

#### SEALED BID

Proposal for: (Project Name)  
Buyer File Number:  
Request for Bids/Quotations Number:  
Time of Bid Opening:  
Date of Bid Opening:

The information required above may be obtained from the Request for Bids/Quotations.

#### 4.4 MODIFICATION OR WITHDRAWAL OF BID

##### 4.4.1 Add the following Clause to Subparagraph 4.4.1:

4.4.1.1 Bids may not be modified or withdrawn for a period of sixty (60) days after receipt of Bids without forfeiture of Bid security, not as a penalty but as liquidated damages.

#### ARTICLE 6 POST-BID INFORMATION

##### 6.2 OWNER'S FINANCIAL CAPABILITY

- 6.2 Delete Paragraph 6.2 in its entirety.

#### ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

##### 7.1 BOND REQUIREMENTS

##### 7.1.1 Add the following Clause to Subparagraph 7.1.1:

7.1.1.1 The successful Bidder shall furnish a Performance Bond and a Labor and Material Payment Bond for 100% of the contract award and, if applicable, a two year roofing Maintenance Bond for the full value of the roofing system. Bonds issued by nonresident companies or agencies must be countersigned by a resident agent of the State of West Virginia.

**7.2 TIME OF DELIVERY AND FORM OF BONDS**

7.2.1 Delete Subparagraph 7.2.1 in its entirety and substitute the following:

7.2.1 The successful Bidder shall deliver the required bonds and all other Contract Documents, including Certificates of Insurance, within 15 days after receipt of the Owner's letter of intent to award a Contract. All Contract Documents must be properly executed. Should the successful Bidder fail or refuse to deliver the required bonds and all other Contract Documents, properly executed, within 15 days after receipt of the Owner's notice of intent to award a Contract, the successful Bidder shall forfeit the security deposited with his Bid as liquidated damages, not as a penalty.

7.2.2 Delete Subparagraph 7.2.2 in its entirety and substitute the following:

7.2.2 The bonds shall be written on the State of West Virginia forms bound in the Project Manual and according to the instructions provided with these forms.

Add the following Article 9 to the Instructions to Bidders:

**ARTICLE 9**  
**OTHER CONDITIONS**

**9.1 PREVAILING WAGE RATES**

9.1.1 The successful Bidder and all Subcontractors shall pay the higher of the U. S. Department of Labor minimum wage rates or the West Virginia Department of Labor wage rates as established for County in which the Project is located pursuant to West Virginia Code §21-5-1 et. seq. (See applicable West Virginia Department of Labor Wage Rates following Supplementary General Conditions and/or Special Conditions).

**9.2 WAGE BOND**

9.2.1 Firms engaged in construction work in West Virginia less than five years preceding the date of the Bid shall post a wage bond with the West Virginia Department of Labor.

**9.3 CONTRACTOR'S LICENSE**

9.3.1 West Virginia Code §21-11-2 requires that all persons desiring to perform contractual work in West Virginia must be duly licensed. The West Virginia

Contractor's Licensing Board is empowered to issue the contractor's license. Application for a contractor's license may be made by contacting the West Virginia Department of Labor.

9.3.2 West Virginia Code §21-11-11 requires Bidders to include the Bidder's contractor's license number on its Bid.

9.3.3 The successful Bidder shall furnish a copy of its contractor's license prior to issuance of a Purchase Order/Contract.

**9.4 VENDOR REGISTRATION**

9.4 The successful Bidder must be a registered vendor with the West Virginia Department of Administration, Purchasing Division, prior to issuance of a purchase order. If the Bidder is not a registered vendor, application should be made to the Purchasing Division. The Bidder should obtain a vendor number prior to the Bid Opening.

**9.5 NOTICE TO PROCEED**

9.5.1 Any work performed or any materials contracted for prior to receipt of the Owner's written Notice to Proceed and/or Purchase Order shall be at the Bidder's risk.

**9.5 CONTRACT TIME**

9.5.1 The successful Bidder, as a condition of the Contract, agrees that all Work is to be Substantially Complete within the Contract Time stated in the Invitation to Bid and/or Request for Bids/Quotations.

9.5.2 The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time. For each calendar day of delay in achieving Substantial Completion, the Contractor shall be liable for and shall pay the Owner the amount of liquidated damages stated in the Invitation to Bid and/or Request for Bids/Quotations, not as a penalty, but as liquidated damages. Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor.

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

APPROVED AS TO FORM THIS 9th  
DAY OF April, 1999

**DARRELL V. McGRAW, JR.**  
April 1999  
**ATTORNEY GENERAL**

BY: Sam & Warfield