



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

Solicitation

NUMBER

DCH13028

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CONNIE OSWALD
304-558-2157

V
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*709053330 304-632-1558
DANHILL CONSTRUCTION COMPANY
PO BOX 685

GAULEY BRIDGE WV 25085

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DIVISION OF CULTURE & HISTORY

CAMP WASHINGTON-CARVER
ROUTE 1, BOX 5
CLIFFTOP, WV
25831 304-438-3005

DATE PRINTED

10/11/2012

BID OPENING DATE:

11/29/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA DIVISION OF CULTURE & HISTORY FOR CAMP WASHINGTON-CARVER LOCATED AT CLIFFTOP, WV REQUEST A QUOTE TO PROVIDE ALL LABOR, MATERIAL, EQUIPMENT SUPPLIES AND SERVICES FOR CAMP WASHINGTON-CARVER PERFORMING ARTS STAGE AND SUPPORT BUILDING LOCATED IN FAYETTE COUNTY, WEST VIRGINIA PER THE PLANS AND SPECIFICATIONS.</p> <p>ALL WORK SHALL BE IN ACCORDANCE WITH THE DRAWINGS AND PROJECT MANUAL PREPARED BY THE ARCHITECT.</p> <p>BIDDING DOCUMENTS MAY BE PURCHASED FOR APPROX. \$250.00 ONLY COMPLETE SETS MAY BE PURCHASED. YOU MAY PURCHASE A COMPLETE SET FROM THE FOLLOWING OR DOWNLOAD FROM THE ARCHITECTS FTP SITE AT: WWW.FILESANYWHERE.COM; COPIES MAY BE PURCHASED FROM PRINTSCAPE, 549 BEECHURST AVE., MORGANTOWN, WV 26505, PHONE 304-292-6710 OR FAX 304-292-6716.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HBLD AS FOLLOWS:</p> <p>OCTOBER 24, 2012 AT 1:30 PM</p> <p>LOCATION: CAMP WASHINGTON-CARVER HC 35, BOX 5 CLIFFTOP, WV 25831-9601 FAYETTE COUNTY, WV</p> <p>BID OPENING: NOVEMBER 29, 2012 AT 1:30 PM</p> <p style="text-align: right;">\$ 1,699,000.⁰⁰</p> <p style="text-align: right;">11/29/12 01:21:07 PM West Virginia Purchasing Division</p>						
SIGNATURE				TELEPHONE		DATE
Robert D. Hill				632-1600		11-29-2012
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		
President		550648251				

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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CAMP WASHINGTON-CARVER
ROUTE 1, BOX 5
CLIFFTOP, WV
25831 304-438-3005

DATE PRINTED

10/11/2012

BID OPENING DATE:

11/29/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		968-42		
SEE ATTACHED INSTRUCTIONS TO BIDDERS AND TERMS & CONDITIONS						
ARCHITECT FOR PROJECT IS: PARADIGM ARCHITECTURE INC. 2223 CHEAT ROAD, STE 300 MORGANTOWN, WV 26508 304-284-5015						
GENERAL CONSTRUCTION						
ALL LABOR, MATERIALS, EQUIPMENT, SUPPLIES AND SERVICES FOR CAMP WASHINGTON-CARVER PERFORMING ARTS STAGE AND SUPPORT BUILDING PER THE DRAWINGS AND PROJECT MANUAL PREPARED BY THE ARCHITECT.						
REFERENCE ATTACHED INSTRUCTIONS TO BIDDERS.						
***** THIS IS THE END OF RFQ DCH13028 ***** TOTAL: \$ 1,699,000.00						

SIGNATURE	Robert D. Hill	TELEPHONE	632-1600	DATE	11-29-2012
TITLE	President	FEIN	550648251	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

[] A pre-bid meeting will not be held prior to bid opening.

[] A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

[✓] A MANDATORY PRE-BID meeting will be held at the following place and time:

October 24, 2012 at 1:30 pm
 Camp Washington Carver
 Route 1 Box 5
 Clifftop, WV 25831
 Fayette County WV

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: November 13, 2012

Submit Questions to:

Connie Oswald

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Connie.S.Oswald@wv.gov

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
 ☒ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

November 29, 2012 at 1:30 pm

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

| | **Term Contract**

Initial Contract Term: This Contract becomes effective on

 and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- | ✓ | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 120 days.
- | | **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- | | **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - | | **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - | | **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - | ☒ | **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - | | **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
 - | ☒ | **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☒ **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 issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

☒ **Commercial General Liability Insurance:**
 \$1,000,000.00 minimum or more.

☒ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

☒ Property Damage Liability Insurance \$1,000,000.00 minimum

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

<input checked="" type="checkbox"/>	WV Contractors License
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

\$500.00 per day for failure to to complete the work.

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.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. 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.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. 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.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **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.
31. **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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. 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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☐ | Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- [] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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

- b. 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.

53. 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.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Danhill Const. Co.

Contractor's License No. WV001196

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

2. **DRUG-FREE WORKPLACE:** 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 at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **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 AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division 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 bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda:
 - a. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
4. **AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 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.



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 West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).



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

STATE OF West Virginia
 COUNTY OF Fayette, TO-WIT:

I, Robert D. Hill, after being first duly sworn, depose and state as follows:

1. I am an employee of Danhill Construction Co.; and,
 (Company Name)
2. I do hereby attest that Danhill Construction Co.
 (Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

Danhill Construction Co.
 (Company Name)

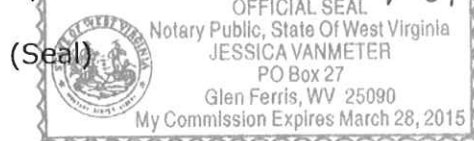
By: Robert D. Hill

Title: President

Date: 11/29/2012

Taken, subscribed and sworn to before me this 29 day of NOV. 12.

By Commission expires 3/28/2015



Jessica VanMeter
 (Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. DCH13028STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

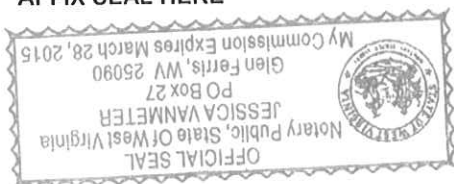
DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Danhill Construction CompanyAuthorized Signature: Robert D. Hill Date: 11/29/2012State of West VirginiaCounty of Fayette, to-wit:Taken, subscribed, and sworn to before me this 29 day of November, 2012My Commission expires March 28, 2015.**AFFIX SEAL HERE****NOTARY PUBLIC**

Jessica VanMeter
Purchasing Affidavit (Revised 07/01/2012)

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Danhill Construction Company
(Company)

Robert D. Hill
(Authorized Signature)

Robert D. Hill, President
(Representative Name, Title)

304-632-1600 304-632-1501
(Phone Number) (Fax Number)

11-29-2012
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: DCH13028

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 checked="" type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Danhill Construction Company
Company

Robert D. Hill
Authorized Signature

11-29-2012
Date

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

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SECTION 00 4100

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner

Randall Reid-Smith, Commissioner
West Virginia Division of Culture and History
The Culture Center
State Capitol Complex
1900 Kanawha Blvd, East
Charleston, WV 25305-0300

1.02 FOR:

Performing Arts Stage & Support Building
Clifftop, West Virginia
Architect's Project Number: 1083

1.03 DATE: 11-29-2012 (Bidder to enter date)

1.04 SUBMITTED BY: (Bidder to enter name and address)

- A. Bidder's Full Name Dankhill Construction Company
1. Address P.O. Box 685
2. City, State, Zip Bayley Bridge, W.V.

1.05 OFFER

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

- B. one million six hundred ninety-nine thousand
Dollars + zero cent dollars
(\$ 1,699,000.00), in lawful money of the United States of America.

C. Deduct Alternates

- 1a. Provide a cast in place concrete stair at the stage in lieu of a precast concrete stair.
ADD Deduct \$ 1,000.00
1b. Eliminate all lattice and framework. Deduct \$ 1,800.00
1c. Eliminate staining of all PT 8x8 wood columns & deck railings.
Deduct \$ 1,500.00
1d. Eliminate composite wood decking & replace with PT wood decking.
Deduct \$ 1,000.00
1e. Eliminate stone veneer & water table at the support building and continue the 8" stained cedar siding above grade. Deduct \$ 4,000.00
1d. Eliminate stone veneer from Stage base. Deduct \$ 18,000.00

D. We have included the required security deposit as required by the Instruction to Bidders.

1. Bid Bond is included.
2. Bid includes the following:
a. Labor and Material Bond
b. Maintenance Bond
c. Performance Bond

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E. All applicable federal taxes are included and State of West Virginia taxes are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for 120 days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
- C. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will: *Substantial*
- B. Complete the Work in 120 calendar weeks from Notice to Proceed. *30 DAYS for Final Completion*

1.08 LIQUIDATED DAMAGES

- A. The Contractor agrees to pay Liquidated Damages of \$100.00 for every calendar day the project extends beyond the schedule noted in the Bid Form.

1.09 CHANGES TO THE WORK

- A. See Section 00 7300 Supplementary Conditions, Article 7.3
- B. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 - 1. 15% percent overhead and profit on the net cost of our own Work;
 - 2. 12% percent on the cost of work done by any Subcontractor,
- C. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 13% of the overhead and profit percentage noted above.

1.10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # 1 Dated 10-25-2012
 - 2. Addendum # 2 Dated 10-25-2012
 - 3. Addendum # 3 Dated 11-08-2012
 - 4. Addendum # 4 Dated 11-20-2012
 - 5. Addendum # 5 Dated 11-27-2012

1.11 CONTRACTORS' LICENSE

- A. West Virginia Code 21-11-2 requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Application for a contractors license may be made by contacting the West Virginia Division of Labor, Building 6, Room B749, State Capital Complex, Charleston, West Virginia, 25305. Telephone: (304) 348-7890. West Virginia Code 21-11-11 requires any prospective Bidder to include the contractors license number on their Bid. The successful Bidder will be required to furnish a copy of their contractor's license prior to issuance of a Purchase Order/Contract.

1.12 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. Robert D. Hill, Robert D. Hill
- C. (Bidder - print the full name of your firm) Danhill Construction Company

0006

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DCH13028

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 checked="" type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Danhill Construction Company
Company

Robert D. Hill
Authorized Signature

11-29-2012
Date

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



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

Solicitation

NUMBER
DCH13028

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

V
E
N
D
O
R

RFQ COPY
TYPE NAME/ADDRESS HERE

Danhill Construction Company
PO Box 685
Gauley Bridge, WV 25085

S
H
I
P
T
O

DIVISION OF CULTURE & HISTORY

CAMP WASHINGTON-CARVER
ROUTE 1, BOX 5
CLIFFTOP, WV
25831

304-438-3005

DATE PRINTED
10/23/2012

BID OPENING DATE:

11/29/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		\$1,699,000.00
				1. TO PROVIDE REVISIONS TO THE SPECIFICATIONS; DRAWINGS AND ADDITIONAL INFORMATION PER ADDENDUM NO. 1 FROM THE ARCHITECT.		
				2. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 1		
				Please note: Full size drawings may be obtained by contacting the Architect, Paradigm Architecture at 304-284-5015.		

SIGNATURE	Robert D. Hill	TELEPHONE	632-1600	DATE	11-29-2012
TITLE	President	FEIN	550048251	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: DCH13028

Addendum Number: 01

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:

To provide Addendum No. 1 from the Architect to include revisions to the specifications; drawings and additional information.

To provide Addendum Acknowledgment.

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.

0003

ATTACHMENT A



0004

ADDENDUM NUMBER ONE

Date: October 17, 2012
 To: Bidders
 From: Paradigm Architecture
 Re: Camp Washington Carver Performing Arts Stage & Support Building
 Paradigm Project No. 1083

NOTICE TO BIDDERS:

All invited bidders are hereby notified that this Addendum shall hereby become a part of the Contract Documents, and shall be attached to the Project Manual (General Descriptions) for the Project.

The following items are intended to revise and clarify the Drawings and the Project Manual.

The bidder shall see that his Sub-Bidders are in full receipt of the information contained herein.

General:

This addendum includes the following groups and subsequent "items" referring to various parts of the Contract Documents. Note that some "items" may refer to Bulletin Drawings which are attached at the back of the Addenda.

GENERAL PROVISIONS:	(0) ITEM(s)
-0- Drawing(s) Attached	
SPECIFICATION DIVISIONS 1-14	(1) ITEM(s)
-1- Item(s) Attached	
ARCHITECTURAL DRAWINGS	(5) ITEM(s)
• Architectural (A# Drawings)	-5- Drawing(s) Attached
STRUCTURAL DRAWINGS	(3) ITEM(s)
• Structural (S# Drawings)	-3- Drawing(s) Attached
FIRE PROTECTION DRAWINGS	(no) ITEM(s)
• Fire Protection (FP# Drawings)	-0- Drawing(s) Attached
FIRE ALARM DRAWINGS	(no) ITEM(s)
• Fire Alarm (FA# Drawings)	-0- Drawing(s) Attached
PLUMBING DRAWINGS	(no) ITEM(s)
• Plumbing (P# Drawings)	-0- Drawing(s) Attached
MECHANICAL DRAWINGS	(no) ITEM(s)
• Mechanical (M# Drawings)	-0- Drawing(s) Attached
ELECTRICAL DRAWINGS	(0) ITEM(s)
• Electrical (E# Drawings)	-0- Drawing(s) Attached
SECURITY DRAWINGS	(no) ITEM(s)
• Security (SE# Drawings)	-0- Drawing(s) Attached
ADDITIONAL INFORMATION	(1) ITEM(s)
-1- Items(s) Attached	
QUESTIONS & ANSWERS:	(0) ITEM(s)
-0- Item(s) Attached	

END OF TITLE PAGE

2450 Valleydale Road • Suite 150
 Birmingham, AL 35244
 Tele 205-403-2742 205-403-2743 Fax

2223 Cheat Road • Suite 300
 Morgantown, WV 26508
 Tele 304-284-5015 304-284-5014 Fax

GENERAL PROVISIONS

NO ITEMS	
----------	--

SPECIFICATIONS DIVISIONS 1-14

ITEM #1	Replace current "Invitation to Bid" Specification Section 00 1113 with attached "Invitation to Bid" Specification Section 00 1113.
---------	--

DRAWINGSARCHITECTURAL

ITEM #1	Replace current sheet A2.00 with the attached sheet A2.00 - Addendum 1.
ITEM #2	Replace current sheet A2.02 with the attached sheet A2.02 - Addendum 1.
ITEM #3	Replace current sheet A5.06 with the attached sheet A5.06 - Addendum 1.
ITEM #4	Replace current sheet A5.07 with the attached sheet A5.07 - Addendum 1.
ITEM #5	Replace current sheet A7.00 with the attached sheet A7.00 - Addendum 1.

STRUCTURAL

ITEM #1	Replace current sheet S-0.1 with the attached sheet S-0.1 - Addendum 1.
ITEM #2	Replace current sheet S-3.1 with the attached sheet S-3.1 - Addendum 1.
ITEM #3	Replace current sheet S-3.2 with the attached sheet S-3.2 - Addendum 1.

FIRE PROTECTION

NO ITEMS	
----------	--

FIRE ALARM

NO ITEMS	
----------	--

PLUMBING

NO ITEMS	
----------	--

MECHANICAL

NO ITEMS	
----------	--

ELECTRICAL

NO ITEMS	
----------	--

SECURITY

NO ITEMS	
----------	--

ADDITIONAL INFORMATION

ITEM #1	Southern Yellow Pine is listed as the species selected in the basis of design. Other species of wood are acceptable provided the species meets the required structural calculations, lengths, & diameter. Any other species must be visually equal or better to #1 Southern Yellow Pine and will require approval by the Architect.
---------	---

QUESTIONS & ANSWERS

NO ITEMS	
----------	--

SECTION 00 1113

INVITATION FOR BID

FROM:

1.01 The Owner (hereinafter referred to as Owner):

Randall Reid-Smith, Commissioner
 West Virginia Division of Culture and History
 The Culture Center
 State Capitol Complex
 1900 Kanawha Blvd, East
 Charleston, WV 25305-0300

1.02 And the Architect (hereinafter referred to as Architect):

Paradigm Architecture, Inc.
 2223 Cheat Road Suite 300
 Morgantown, West Virginia 26508
 (304) 284-5015

1.03 TO: POTENTIAL BIDDERS

- A. The West Virginia Division of Culture and History invites qualified businesses to submit a bid to provide all labor, material, equipment, supplies and services for Camp Washington Carver - Performing Arts Stage and Support Building.

All work shall be in accordance with the drawings and project manual prepared by the Architect.

- B. The Pre-Bid Meeting is mandatory. All Bidders must attend the Pre-bid Meeting to familiarize themselves with the Project location, site conditions, and other relevant information. Should any Bidder fail to attend, the Bid will be disqualified.

- C. Pre-Bid meeting is scheduled for:

1. Time: 1:30 PM
2. Date: October 24, 2012
3. Place: Camp Washington Carver, Route 1, Box 5, Clifftop, West Virginia 25831

- D. Bidding Documents may be purchased for cost of printing, shipping and handling at:

1. Printscape
 549 Beechurst Ave.
 Morgantown, WV 26505
 Ph: 304.292.6710
 Fax: 304.292.6716
2. Cost of drawings and specifications will be approx \$250.00. Only complete sets may be purchased.

- E. Bidding Documents may be downloaded from the Architects FTP site:

1. [www.Files anywhere.com](http://www.Files.anywhere.com)

- F. The following Plan Rooms will have the documents for review:

1. Contractors Association of West Virginia
2114 Kanawha Boulevard
E. Charleston, WV 25311
Cheryl Clark
planroom@cawv.org
304.342.1166
304.342.1074 - Fax
2. Contractors Association of West Virginia & iSqFt.
4500 Lake Forest Drive
Suite 502
Cincinnati, OH 45242
Tracey Craven
tcraven@isqft.com
800.364.2059 ext. 8267
866.570.8187 - Fax
3. Associated Builders and Contractors
PO Box 3965
Charleston, WV 25339
Kim Ryan
kryan@abcwv.org
304.346.8791
304.346.8775 - Fax
4. The Pittsburgh Builders Exchange
1813 N. Franklin Street
Pittsburgh, PA 15233
Calli Mazzoni
calli@pghbx.org
412.922.4200
412.928.9406 - Fax
5. The Ohio Valley Construction Employers Council, Inc.
21 Armory Drive
Wheeling, WV 26003
Angie Grose
ovcec@comcast.net
304.242.0520
304.242.7261 - Fax
6. Parkersburg-Marietta Contractors Association
4424B Emerson Avenue
Parkersburg, WV 26104
Diane Swearingen
dls@gopmca.com
304.485.6485
304.428.7622 - Fax
7. Construction Employers Association
2794 White Hall Boulevard
White Hall, WV 26554
Anne Wooddell
planroom@ceawv.com
304.367.1290
304.367.0126 - Fax
8. Reed Construction
30 Technology Parkway S
Suite 100
Norcross, GA 30092
Lee Wardwell
lee.wardwell@reedbusiness.com

770.849.6412
678.680.1464 - Fax

G. Submission of Bids:

Scaled Bids will be received by the State of West Virginia - Department of
Administration-Purchasing Division at the following location, until 1:30 PM on TBD.
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130
Attention: Ms. Connie Oswald (304)-588-2157

- H. Bids must be submitted on the BID FORM included in the Project Manual.
- I. Each bid shall be enclosed in a sealed, self-addresses, opaque envelope, plainly marked with the following information:
1. Project: Camp Washington Carver - Performing Arts Stage and Support Building.
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130
 2. Location of Bid Opening: 2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130
 3. Time of Bid Opening: 1:30 PM
 4. Date of Bid Opening: November 29, 2012
- J. The Owner reserves the right to accept or reject any or all offers.

END OF BID SOLICITATION

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DCH13028

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 type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

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

Darhill Construction Company
Company

Robert D. Held
Authorized Signature

11-29-2012
Date

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



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

Solicitation

NUMBER
DCH13028

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

VENDOR

RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF CULTURE & HISTORY

CAMP WASHINGTON-CARVER
ROUTE 1, BOX 5
CLIFFTOP, WV
25831

304-438-3005

DATE PRINTED
10/25/2012

BID OPENING DATE:

11/29/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						\$1,699,000.00
1. TO PROVIDE MINUTES OF PRE-BID MEETING.						
2. TO PROVIDE SIGN-IN SHEETS FROM MANDATORY PRE-BID MEETING.						
3. TO PROVIDE ADDENDUM ACKNOWLEDGMENT THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN WITH YOUR BID MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 2						

SIGNATURE	Robert D. Hill	TELEPHONE	632-1600	DATE	11-29-2012
TITLE	President	FEIN	550648251	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: DCH13028

Addendum Number: 02

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 provide minutes of pre-bid meeting
2. To provide mandatory pre-bid sign in sheets.
3. To provide addendum acknowledgment.

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.

0003

ATTACHMENT A



0004

Camp Washington Carver Performing Arts Stage & Support Building
Pre-Bid Conference Minutes October 24, 2012

Attendees

Richard Orr Architectural Structural Components
Christopher Orr Christopher Construction Co
Brandon Copeland Oval Construction
Blair Lee Allegheny Restoration
Chris Dozier Danhill Construction
Edgar Dodds GRAE-CON Construction
Rocky Townsend Venture 1 Construction
Mark Lynch WV Dept. of Culture & History
Todd G. Christopher, AIA, NCARB Paradigm Architecture

Summary of Work

A timber framed outdoor stage with debarked wood structural columns and smaller decorative columns. The stage roof will be standing seam metal roofing and there is a small amount of manufactured stone veneer at the base of the stage, stairs, & handicap ramp. The stage will have an integral pigment additive to the concrete mix as well as the precast concrete stair. All timber & dimensional lumber connections have been designed using Simpson Strong Tie products. The stage also features tension cables/connections. The engineering for the cabling and connections are to be included in the pricing of this system. All other systems of the stage have been designed by the structural engineer of record.

The support building is roughly 700sf per floor and is two levels high. The building will have storage on the first level which will have vehicular access from the rear. The second level will house two dressing rooms and two toilet rooms with showers. The building is masonry construction with cedar siding, a small amount of manufactured stone and asphalt shingles.

Miscellaneous Information

All questions must be submitted in writing to Connie Oswald by November 13, 2012.
2019 Washington Street East
PO BOX 50130
Charleston, WV 25305-0130
Fax: 304.558.3970
Email: Connie.S.Oswald@wv.gov

2450 Valleydale Road • Suite 150
Birmingham, AL 35244
Tele 304•403•2742 304•403•2743 Fax

2223 Cheat Road • Suite 300
Morgantown, WV 26508
Tele 304•284•5015 304•284•5014 Fax

Any questions/answers given during the pre-bid meeting are not binding and were given only to help the proposed bidders understand the project.

Bids are due at 1:30 pm on November 29, 2012 to:
Department of Administration, Purchasing Division
2019 Washington Street East
PO Box 50130
Charleston, WV 25305-0130

A complete set of the Construction Drawings and Project Manual can be purchased directly from Printscape for \$250. Only complete packages may be purchased and this fee is non-refundable.

Printscape
549 Beechurst Ave.
Morgantown, WV 26505
Phone: 304.292.6710 Fax: 304.292.6716

Drawings, specifications, & addenda are also available for download from the Paradigm FTP site by following the link below:

<https://www.filesanywhere.com/fs/v.aspx?v=8a716b895d626ebd729b>

Addendum 1 has been posted to the State's purchasing website.

Again, thank you all for your interest in the project.

Regards,
Todd G. Christopher, AIA, NCARB



0006

Camp Washington Carver Performing Arts Stage & Support Building
Pre-Bid Conference Agenda

- Introductions
 - Summary of Work
 - Last day for questions to be submitted is November 13, 2012.
Questions must be in writing and submitted to Connie Oswald
2019 Washington Street East
PO Box 50130
Charleston, WV 25305-0130
Fax: 304.558.3970
Email: Connie.S.Oswald@wv.gov
 - Bids are due at 1:30 pm on November 29, 2012 to:
Department of Administration, Purchasing Division
2019 Washington Street East
PO Box 50130
Charleston, WV 25305-0130
 - A complete set of the Construction Drawings and Project Manual can be purchased directly from Printscape for \$250. Only complete packages may be purchased and this fee is non-refundable.
Printscape
549 Beechurst Ave.
Morgantown, WV 26505
Phone: 304.292.6710 Fax: 304.292.6716
- Drawings are also available for download from Paradigm Architecture's FTP site.
Please send an email to tchristopher@paradigm-arch.com to gain FTP access.
- Addendum 1 is forthcoming from the State.
 - Project duration is 120 days. Liquidated damages are \$500.00 per day.



0007

Camp Washington Carver Performing Arts Stage & Support Building
Pre-Bid Conference Sign In Sheet

NAME	COMPANY	EMAIL	PHONE
Richard H. ORA	Architectural Structural Components	ascomponents@aol.com	614 679 4356
Christopher Orr	Christopher Construction Co.	CORAconstruction@gmail.com	614 679 8729
Chris Dorrice	Dorhill Const. Co.	cdorrice33@yahoo.com	304 632 1600 304 632 1501 FAX
Brandon Copeland	Oval Construction	jcarney@ovalconstruction.com	304 347 8822
Edgar Dredds	GRACE CON Construction	PThompson@gmecon.com	740 373 0847
Oliver HRE	Allegheny Restoration	hair@alleghenyrestoration.com	304 973 1290
Rocky Townsend	Venture 1 Construction	ISAKE@VICINC.com	304 501 8260 304 501 8266

SIGN IN SHEET

Page 1 of 3

Request for Proposal No. DCH13028

PLEASE PRINT

Date: 10/24/12

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Architectural Structural Components</u>	<u>3679 Dublin Road</u> <u>Columbus, Ohio</u>	PHONE <u>614 679 4356</u>
Rep: <u>Richard H. Orr</u>	<u>Same</u>	TOLL FREE
Email Address: <u>ascomponents@gmail.com</u>		FAX
Company: <u>PARADIGM Architecture</u>	<u>2223 CHEAT RD</u> <u>MORGANTOWN WV 26508</u>	PHONE <u>304.284.5015</u>
Rep: <u>TODD G. CHRISTOPHER</u>		TOLL FREE
Email Address: <u>TCHRISTOPHER@PARADIGM-ARCH.COM</u>		FAX <u>304.284.5014</u>
Company: <u>GRAE-CON CONSTRUCTION</u>		PHONE <u>740-373-0849</u>
Rep: <u>Edgar Declos</u>		TOLL FREE
Email Address: <u>PTHompson@graecon.com</u>		FAX <u>740-373-0863</u>
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX

8000

SIGN IN SHEET

Page 2 of 3

Request for Proposal No. DCH13028

PLEASE PRINT

Date: 10/24/12

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>ALLEGHENY RESTORATION & BLD INC</u>	<u>P.O. Box 18032</u>	<u>304 594 4570</u>
Rep: <u>BLAIR LEE</u>	<u>MORGANTOWN WV 26507</u>	PHONE TOLL FREE
Email Address: <u>BLAIR@ALLEGHENYRESTORATION.COM</u>		<u>304 594 2810</u> FAX
Company: <u>WV DIVISION OF CULTURE & HISTORY</u>	<u>1900 KADWANA BLVD E</u>	PHONE <u>304-558-0220</u>
Rep: <u>MARK LYNCH</u>	<u>CHARLESTON, WV</u>	TOLL FREE
Email Address: <u>MARK.W.LYNCH@WV.GOV</u>		FAX <u>304-558-2779</u>
Company: <u>Venture 1 Construction</u>	<u>3883 Virginia Ave.</u>	PHONE <u>513 527 4055</u>
Rep: <u>Rocky Townsends</u>	<u>Cincinnati, OH 45227</u>	TOLL FREE
Email Address: <u>SAK@VICINC.COM</u>	<u>AKT@VICINC.COM</u>	FAX <u>513 527 4066</u>
Company: _____	_____	PHONE TOLL FREE
Rep: _____	_____	FAX
Email Address: _____	_____	
Company: _____	_____	PHONE TOLL FREE
Rep: _____	_____	FAX
Email Address: _____	_____	

SIGN IN SHEET

Request for Proposal No. DCH13028

PLEASE PRINT

Page 3 of 3

Date: 10/24/12

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Christopher Construction Co.</u>	<u>1790 Victorian Ct</u>	PHONE <u>614-679-8779</u>
Rep: <u>Christopher Orr</u>	<u>Columbus Ohio 43220</u>	TOLL FREE
Email Address: <u>Cco Construction@gmail.com</u>		FAX <u>614-258-9596</u>
Company: <u>Danhill Construction Company</u>	<u>P.O. Box 685</u>	PHONE <u>304-632-1600</u>
Rep: <u>Chris Dozier</u>	<u>Bailey Bridge, W.V. 25285</u>	TOLL FREE
Email Address: <u>Cdozier53@yahoo.com</u>		FAX <u>304-632-1501</u>
Company: <u>Oval Construction</u>	<u>P.O. Box 401</u>	PHONE <u>304-347-8820</u>
Rep: <u>Brandon Copeland</u>	<u>Charleston, WV. 25322</u>	TOLL FREE
Email Address: <u>jcarney@ovalconstruction.com</u>		FAX
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX _____

0010

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DCH13028

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Danhill Construction Company
Company

Robert D. Hill
Authorized Signature

11-29-2012
Date

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



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

Solicitation

NUMBER
DCH13028

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CONNIE OSWALD 304-558-2157

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RFQ COPY
TYPE NAME/ADDRESS HERE

Danhill Construction Company
PO Box 685
Gauley Bridge, WV 25085

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DIVISION OF CULTURE & HISTORY

CAMP WASHINGTON-CARVER
ROUTE 1, BOX 5
CLIFFTOP, WV
25831

304-438-3005

DATE PRINTED
11/08/2012

BID OPENING DATE: 11/29/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
						\$1,699,000.00
				ADDENDUM NO. 3		
				1. TO PROVIDE REVISED DRAWINGS AND PROJECT MANUAL FROM THE ARCHITECT AS PER ATTACHED DOCUMENTS.		
				2. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 3		

SIGNATURE	<i>Robert D. Hill</i>	TELEPHONE	632-1600	DATE	11-29-2012
TITLE	President	FEIN	550648251	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: DCH13028

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:

1. To provide revised drawings and project manual from the Architect as per attached.
 2. To provide addendum acknowledgment form, to be signed and returned with your bid.
- Failure to sign and return may result in the disqualification of your bid.

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 NUMBER THREE

Date: November 5, 2012
 To: Bidders
 From: Paradigm Architecture
 Re: Camp Washington Carver Performing Arts Stage & Support Building
 Paradigm Project No. 1083

NOTICE TO BIDDERS:

All invited bidders are hereby notified that this Addendum shall hereby become a part of the Contract Documents, and shall be attached to the Project Manual (General Descriptions) for the Project.

The following items are intended to revise and clarify the Drawings and the Project Manual.

The bidder shall see that his Sub-Bidders are in full receipt of the information contained herein.

General:

This addendum includes the following groups and subsequent "items" referring to various parts of the Contract Documents. Note that some "items" may refer to Bulletin Drawings which are attached at the back of the Addenda.

<u>GENERAL PROVISIONS:</u>	(0) ITEM(s)
	-0- Drawing(s) Attached
<u>SPECIFICATION DIVISIONS 1-14</u>	(no) ITEM(s)
	-0- Item(s) Attached
<u>ARCHITECTURAL DRAWINGS</u>	(1) ITEM(s)
• Architectural (A# Drawings)	-1- Drawing(s) Attached
<u>STRUCTURAL DRAWINGS</u>	(no) ITEM(s)
• Structural (S# Drawings)	-0- Drawing(s) Attached
<u>FIRE PROTECTION DRAWINGS</u>	(no) ITEM(s)
• Fire Protection (FP# Drawings)	-0- Drawing(s) Attached
<u>FIRE ALARM DRAWINGS</u>	(no) ITEM(s)
• Fire Alarm (FA# Drawings)	-0- Drawing(s) Attached
<u>PLUMBING DRAWINGS</u>	(no) ITEM(s)
• Plumbing (P# Drawings)	-0- Drawing(s) Attached
<u>MECHANICAL DRAWINGS</u>	(no) ITEM(s)
• Mechanical (M# Drawings)	-0- Drawing(s) Attached
<u>ELECTRICAL DRAWINGS</u>	(0) ITEM(s)
• Electrical (E# Drawings)	-0- Drawing(s) Attached
<u>SECURITY DRAWINGS</u>	(no) ITEM(s)
• Security (SE# Drawings)	-0- Drawing(s) Attached
<u>ADDITIONAL INFORMATION</u>	(1) ITEM(s)
	-1- Items(s) Attached
<u>QUESTIONS & ANSWERS:</u>	(0) ITEM(s)
	-0- Item(s) Attached

END OF TITLE PAGE

2450 Valleydale Road • Suite 150
 Birmingham, AL 35244
 Tele 205-403-2742 205-403-2743 Fax

2223 Cheat Road • Suite 300
 Morgantown, WV 26508
 Tele 304-284-5015 304-284-5014 Fax

GENERAL PROVISIONS

NO ITEMS	
----------	--

SPECIFICATIONS DIVISIONS 1-14

NO ITEMS	
----------	--

DRAWINGSARCHITECTURAL

ITEM #1	Replace current sheet A2.10 with the attached sheet A2.10 - Addendum 3.
---------	---

STRUCTURAL

NO ITEMS	
----------	--

FIRE PROTECTION

NO ITEMS	
----------	--

FIRE ALARM

NO ITEMS	
----------	--

PLUMBING

NO ITEMS	
----------	--

MECHANICAL

NO ITEMS	
----------	--

ELECTRICAL

NO ITEMS	
----------	--

SECURITY

NO ITEMS	
----------	--

ADDITIONAL INFORMATION

ITEM #1	In regards to the tension cables required in the project, using threaded rods & turnbuckles is an acceptable substitute. All rods & cables must be galvanized and epoxy painted.
---------	--

QUESTIONS & ANSWERS

ITEM #1	Question: Can 2400 PSI material be used on the upper roof in lieu of the 3000 PSI material? Answer: Use 3000 PSI material as specified in the structural drawings.
ITEM #2	Question: Can untreated Port Orford Cedar be used in lieu of the specified species of wood? Answer: Port Orford Cedar can be used in areas where the wood does not come into contact with the ground and provided that the Cedar meets the load requirements of the structural drawings.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DCH13028

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

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

Danhill Construction Company
Company

Robert D. Hill
Authorized Signature

11-29-2012
Date

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



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

Solicitation

NUMBER
DCH13028

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

V E N D O R	RFQ COPY
	TYPE NAME/ADDRESS HERE
	Danhill Construction Company
	PO Box 685 Gauley Bridge, WV 25085

S H I P T O	DIVISION OF CULTURE & HISTORY
	CAMP WASHINGTON-CARVER
	ROUTE 1, BOX 5
	CLIFFTOP, WV 25831 304-438-3005

DATE PRINTED
11/20/2012

BID OPENING DATE: 11/29/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 4		
				1. TO PROVIDE ANSWERS TO QUESTIONS RECEIVED FOR THIS SOLICITATION.		
				2. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN WITH YOUR BID MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 4		
						\$1,699,000.00

SIGNATURE	Robert D. Hill	TELEPHONE	632-1600	DATE	11-29-2012
TITLE	President	FEIN	550648251	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: DCH13028

Addendum Number: 04

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 provide answers to questions received.
2. To provide addendum acknowledgment.

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

DCH13028-Camp Carver Stage & Support Building
ADDENDUM #4

4

1. *When will the awarded GC get the NTP to start the project, if it is in January the cost and construction plan will vary drastically; Please clarify?*

A.: The Agency understands that foundation excavation during winter months in Fayette County will be a hardship. We anticipate the successful Contractor will receive a NTP in late March. This will allow the contractor time to mobilize equipment, order material, and allow for transport to site by the beginning of April.

2. *If the NTP is awarded in January will the route to the site be maintained and adequate access provided to the site?*

A.: Refer to Item 1.) above.

3. *Will any rock and undercutting be included in base bid or handled as Unit cost?*

A: Provide a volume of rock removal as part of the base bid with a defined unit cost for removal beyond the base bid volume. With the stage, if rock is hit prior to achieving the design depth of the caissons, it is possible that a rock socket connection can potentially be used in lieu of removing the rock to the prescribed depth.

4. *What constitutes qualifications for in house scheduling abilities in lieu or hiring a CPM scheduler?*

A: An in house scheduler is acceptable provided they have a minimum of 5 years of experience dealing with projects of this size & type and preparing CPM schedules.

5. *Will Microsoft Projects software be acceptable for scheduling on this project?*

A: Yes, provided the software is capable of producing CPM schedules.

6. *Will the construction videotaping be required daily for the entire duration or just periodically?*

A: Videotaping must be done prior to the start of construction of ANY areas that the contractor plans on disturbing during construction. This includes but is not limited to areas of construction, lay down areas, parking areas, etc. Any areas disturbed must be returned to the original or better condition. The purpose of the video is to record the existing conditions and be used as a comparison upon completion of the project.

7. *Owner will provide electric and water, does this include cost of services as well?*

A: The owner is providing the electric and water but any taps, service connections, electrician or plumber labor, etc is the responsibility of the contractor.

8. *Please clarify what the additional security is referencing to in spec section 1.08 in 01-15000-2?*

A: The contractor is responsible for keeping the construction area safe and secure and doing so is up to the discretion of the contractor. Coordinate site security with the Site Manager.

DCH13028-Camp Carver Stage & Support Building
ADDENDUM #4

5

9. *What testing is owner supplying and paying for?*

A: The Owner will hire an independent third party testing agency to perform any required on site testing.

10. *Will there be any areas on site available to dispose of excess fill or undercut materials?*

A: Yes, coordinate with the Site Manager; J.D. Hess.

11. *Does B&O tax apply on this job?*

A. B&O taxes do apply to any work conducted by the State. Normally B&O Taxes are associated with a Town or City. It is the responsibility of the Contractor to obtain information concerning B&O Taxes. The Agency understands that The County of Fayette is the government entity that might collect B&O taxes for this project. The Fayette County Clerk's Office should be able to address any B&O tax issues. Contact Information:

Fayette County Clerk
100 Court Street, PO Box 569
Fayetteville, WV 25840
Phone: 304-574-4225
Fax: 304-574-4335

12. *We can't find any jurisdiction requiring any permits, please confirm if any and if so name and contacts?*

A: It is Vendor's responsibility to identify and obtain any permits, licenses, inspections, etc. that may be required to complete this project.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DCH13028

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

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Danhill Construction Company
 Company

Robert D. Hill
 Authorized Signature

11-29-2012
 Date

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



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

WV PURCHASING ACA SECT Fax 304-558-4115

Nov 27 2012 03:51pm P001/006

DCH13028

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CONNIE OSWALD
304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

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Danhill Construction Company
PO Box 685
Gauley Bridge, WV 25085

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DIVISION OF CULTURE & HISTORY

CAMP WASHINGTON-CARVER
ROUTE 1, BOX 5
CLIFFTOP, WV
25831

304-438-3005

DATE PRINTED

11/27/2012

BID OPENING DATE:

11/29/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 5						
1. TO PROVIDE A REVISED BID FORM PER THE ATTACHED. 2. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 05						
0001	1	EA		968-42		\$1,699,000.00
GENERAL CONSTRUCTION						
ALL LABOR, MATERIALS, EQUIPMENT, SUPPLIES AND SERVICES FOR CAMP WASHINGTON-CARVER PERFORMING ARTS STAGE AND SUPPORT BUILDING PER THE DRAWINGS AND PROJECT MANUAL PREPARED BY THE ARCHITECT.						
REFERENCE ATTACHED INSTRUCTIONS TO BIDDERS.						

SIGNATURE

Robert D. Hill

TELEPHONE

632-1000

DATE

11-29-2012

TITLE

President

FEIN

550648251

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

0002

SOLICITATION NUMBER: DCH13028**Addendum Number:** 05

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 provide a revised Bid Form per the attached.
2. To provide the Addendum Acknowledgment.

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.

0003

ATTACHMENT A

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Danhill Construction Company
of Gauley Bridge, West Virginia, as Principal, and Colonial Surety Co. of
Montvale, New Jersey, a corporation organized and existing under the laws of the State of NJ with its
principal office in the City of Montvale, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the
penal sum of 5 % Of Bid Amount (\$ 5%) for the payment of which, well and truly to be made, we jointly and
severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Construction of a performing arts stage and support building located at Camp Washington Carver

NOW THEREFORE,

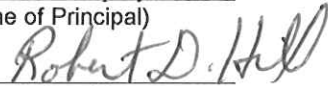
(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement 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.

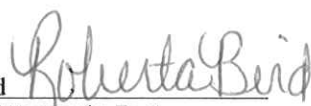
IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

29th day of November, 20 12.

Principal Corporate Seal

Danhill Construction Company
(Name of Principal)
By Robert D. Hill 
(Must be President or
Vice President)
President
(Title)

Surety Corporate Seal

Colonial Surety company
(Name of Surety)
Roberta Bird 
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV001196

Classification:

ELECTRICAL
GENERAL BUILDING
HEATING, VENTILATING & COOLING
MULTIFAMILY
PIPING
PLUMBING
RESIDENTIAL

DANHILL CONSTRUCTION COMPANY
DBA DANHILL CONSTRUCTION COMPANY
PO BOX 685
GAULEY BRIDGE, WV 25085-0685

Date Issued

AUGUST 06, 2012

Expiration Date

AUGUST 06, 2013


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

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



CERTIFICATE OF LIABILITY INSURANCE

DANCO02

OP ID: BO

DATE (MM/DD/YYYY)

07/10/12

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 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 Jim Lively Insurance PO Box 1633 531 Jones Ave. Oak Hill, WV 25901	304-465-5885 304-465-1490	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: State Auto Group	
		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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EPLI GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PBP2567918 02	07/01/12	07/01/13
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$				
	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		

LIMITS	
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 - COMPROP AGG	\$ 2,000,000
COMBINED SINGLE LIMIT (Ea accident)	\$
BODILY INJURY (Per person)	\$
BODILY INJURY (Per accident)	\$
PROPERTY DAMAGE (Per accident)	\$
EACH OCCURRENCE	\$
AGGREGATE	\$
WC STATU-TORY LIMITS	OTH-ER
E.L. EACH ACCIDENT	\$
E.L. DISEASE - EA EMPLOYEE	\$
E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER

SELF000

CERTIFICATE FOR INSURED'S
RECORDS
WV

CANCELLATION

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

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DANCO02

OP ID: BO

DATE (MM/DD/YYYY)

11/27/2012

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 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
Jim Lively Insurance
PO Box 1033
631 Jones Ave.
Oak Hill, WV 25901

Phone: 304-465-6685

Fax: 304-465-1490

CONTACT

NAME:

PHONE

(A/C No. Ext):

E-MAIL

ADDRESS:

FAX

(A/C No.):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: BrickStreet Mutual Ins.

12372

SC

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Danhill Construction Co.
PO Box 686
Gauley Bridge, WV 25085

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.

TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY						EACH OCCURRENCE \$
COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
ANY AUTO						BODILY INJURY (Per person) \$
ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
NON-OWNED AUTOS						
HIRER AUTOS						
UMBRELLA LIAB						EACH OCCURRENCE \$
EXCESS LIAB						AGGREGATE \$
OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						
DED <input type="checkbox"/> RETENTION \$						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>					OTH-ER
If yes, describe under DESCRIPTION OF OPERATIONS below						
			WCB1008781	09/20/2012	09/20/2013	E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

SELF000

CERTIFICATE FOR INSURED'S
RECORDS
WV

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

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PRODUCER
Jlm Lively Insurance
PO Box 1633
531 Jones Ave.
Oak Hill, WV 25901

Phone: 304-465-5685

Fax: 304-465-1490

CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX

(A/C, No):

INSURED
Danhill Construction Co.
PO Box 685
Gauley Bridge, WV 25085

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Essex Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Per occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY						
<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Per accident) \$
<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> NON-OWNED AUTOS						
UMBRELLA LIAB						
<input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
<input type="checkbox"/> OCCUR						AGGREGATE \$
<input type="checkbox"/> CLAIMS-MADE						
<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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