



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

State of West Virginia  
Request for Quotation  
09 - Construction

Proc Folder: 47324

Doc Description: Addendum No. 1 - Clarksburg Armory Interior Renovations

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-11	2014-12-18 13:30:00	CRFQ 0603 ADJ1500000003	2

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

City Construction Company, Inc.

284 Factory Street, Suite 101

Clarksburg, WV 26301

Phone: 304-623-2573

12/18/14 13:18:25  
West Virginia Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Tara Lyle

(304) 558-2544

tara.l.yyle@wv.gov

Signature X

FEIN # 55-0487627

DATE 12/18/2014

Offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Buildling renovation	1.00000	JOB	576,402. <sup>00</sup>	576,402. <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
72121103			

**Extended Description :**

Addendum No. 1 - See attached pages. Responses to vendor questions attached, clarifications provided, pre-bid sign-in sheets attached. The bid opening has moved from 12/16/2014 to 12/18/14.

The WV Purchasing Division for the agency, WV Army National Guard's Division of Engineering and Facilities, is soliciting bids to provide labor, materials, and all associated costs to renovate selected interior sections of the Clarksburg Armory located at 5 Armory Drive Clarksburg, WV 26301, per the attached specifications.

Plans and specifications may be obtained from Williamson Shriver Architects, Inc. Phone 304-345-1060. There is a \$150 cost for the printing of the documents.

There will be a mandatory pre-bid meeting held on December 3, 2014 at 10:00 am at the Clarksburg Armory.

Construction services for renovation of selected sections at the Clarksburg Armory located at 5 Armory Drive, Clarksburg, WV 26301.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Alternate Proposal #1	1.00000	JOB	47,000. <sup>00</sup>	47,000. <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
72121103			

**Extended Description :**

Cost added to Base Bid to add ceramic tile in the designated areas of the Clarksburg Armory located at 5 Armory Drive, Clarksburg, WV 26301.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Alternate Proposal #2	1.00000	JOB	41,000.00	41,000.00

Comm Code	Manufacturer	Specification	Model #
72121103			

**Extended Description :**

Cost add to Base Bid to renovate women's toilet as designated at the Clarksburg Armory located at 5 Armory Drive, Clarksburg, WV 26301.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Alternate Proposal #3	1.00000	JOB	40,000.00	40,000.00

Comm Code	Manufacturer	Specification	Model #
72121103			

**Extended Description :**

Cost add to Base Bid to provide metal lockers as designated at the Clarksburg Armory located at 5 Armory Drive, Clarksburg, WV 26301.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Alternate Proposal #4	1.00000	JOB	17,000.00	17,000.00

Comm Code	Manufacturer	Specification	Model #
72121103			

**Extended Description :**

Cost add to Base Bid to provide new ceiling and lighting in upstairs toilets at the Clarksburg Armory located at 5 Armory Drive, Clarksburg, WV 26301.



ADJ1500000003	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Addendum No. 1 - Clarksburg Ar mory Interior Renovations	<b>Page 5</b> <b>of 5</b>
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#### **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

FORM OF PROPOSAL

City Construction Company, Inc.

Bidder's Name

284 Factory Street, Suite 101, Clarksburg, WV 26301

Bidder's Address

304-623-2573

Bidder's Phone No.

1035-2503

Bidder's WV Business Registration I.D. No.

WV001801

Bidder's WV Contractor License No.

**PROPOSAL FOR**

**INTERIOR RENOVATIONS TO  
CLARKSBURG ARMORY**

**CLARKSBURG, WEST VIRGINIA**

DATE December 18, 2014

WV Army National Guard  
1707 Coonskin Drive  
Charleston, WV 25311

Gentlemen:

I (We) in accordance with your Advertisement for Bids for Interior Renovations to Clarksburg Armory, having examined drawings and specifications, all as prepared by Williamson Shriver Architects, Inc. and having visited the site of the proposed work, and being familiar with all of the conditions surrounding this proposal, propose to provide for the Project Work stated herein in accordance with the contract documents, within the time stated herein, and at the prices stated below.

Interior Renovations to Clarksburg Armory

FOP-1-

- |    |  |                         |
|----|--|-------------------------|
| 1) | General Construction (Divisions 1,6 & 7) | (\$ <u>90,000.00</u> )  |
| 2) | Concrete (Division 3)                    | (\$ <u>100,000.00</u> ) |
| 3) | Masonry (Division 4)                     | (\$ <u>44,000.00</u> )  |
| 4) | Doors and Hardware (Division 8)          | (\$ <u>18,000.00</u> )  |
| 5) | Finishes (Division 9)                    | (\$ <u>40,000.00</u> )  |
| 6) | Specialties (Division 10)                | (\$ <u>40,000.00</u> )  |
| 7) | HVAC (Division 15)                       | (\$ <u>57,000.00</u> )  |
| 8) | Plumbing (Division 15)                   | (\$ <u>97,000.00</u> )  |
| 9) | Electrical (Division 16)                 | (\$ <u>90,402.00</u> )  |

**CONTRACT ITEM #1  
BASE PROPOSAL**

To provide all labor, materials, tools, equipment and supervision to perform all General Construction Work for Interior Renovations to Clarksburg Armory, for the sum of:

Five hundred seventy six thousand four hundred two dollars.  
 (\$ 576,402.00)

**CONTRACT ITEM #2 – (ALTERNATE PROPOSAL #1) CERAMIC TILE:**

Separately state the amount to be added to the Base Proposal for Alternate No. 1, for a lump sum of:

Forty seven thousand dollars  
 (\$ 47,000.00)

Interior Renovations to Clarksburg Armory

**CONTRACT ITEM #3 – (ALTERNATE PROPOSAL #2) WOMEN'S TOILET RENOVATIONS:**

Separately state the amount to be added to the Base Proposal for Alternate No. 1, for a lump sum of:

Forty one thousand dollars  
(\$ 41,000.00)

**CONTRACT ITEM #4 – (ALTERNATE PROPOSAL #3) METAL LOCKERS:**

Separately state the amount to be added to the Base Proposal for Alternate No. 1, for a lump sum of:

Forty thousand dollars  
(\$ 40,000.00)

**CONTRACT ITEM #5 – (ALTERNATE PROPOSAL #4) CEILING AND LIGHTING IN UPSTAIRS TOILET:**

Separately state the amount to be added to the Base Proposal for Alternate No. 1, for a lump sum of:

Seventeen thousand dollars  
(\$ 17,000.00)

It is expressly agreed that all work shall be started immediately upon Commencement of Work date and shall be substantially completed within the time stated in Section 01100. I (we) further agree to pay liquidated damages for each consecutive calendar day thereafter as herein provided in the Supplementary General and Special Conditions.

Bid Security in the sum of 5% of Amount Bid Dollars (\$ 5% ), including alternates, in the form of AIA Document A310 is submitted herewith, in accordance with the Instructions to Bidders.

I (we) have received Addenda Nos. 1, , , ,, and have included their provisions in the Bids submitted.

Interior Renovations to Clarksburg Armory

With this Bid, I (we) agree to submit a copy of the Contractor's License as required by the WV Contractor Licensing Act.

In submitting this Bid, it is understood that the right is reserved by the Purchasing Division to reject any and all Bids. If written notice of acceptance of this Base Proposal is mailed, telegraphed, or delivered to the undersigned within thirty (30) after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form and furnish the required Bond within ten (10) days after the Contract is presented to him for signature.

If the Base Proposal is accepted and written notice of acceptance of any of the Alternate Proposals is mailed, telegraphed, or delivered to the undersigned within one hundred eighty (180) days after Notice of Award, the undersigned agrees to execute and deliver a Change Order in the prescribed form to add any or all alternates at the Alternate Proposal Sums included in this Proposal.

Contract Award: The Contract is intended to provide the agency with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the overall lowest cost for Contract Item #1 (Base Bid). Contract Item #2 (Add Alt. No. 1), Contract Item #3 (Add Alt. No. 2), Contract Item #4 (Add Alt. No. 3), Contract Item #5 (Add Alt. No. 4) will be awarded in order from #2 through #5 if funding is available.

(SEAL IF BID IS BY  
CORPORATION)

Respectfully submitted,

FIRM NAME City Construction Company, Inc.

BY 

Beau T. Henderson

PRINT NAME

TITLE Vice President

Interior Renovations to Clarksburg Armory

FOP-4-

## 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:

December 3, 2014 at 10:00 am  
Clarksburg Armory  
5 Armory Drive  
Clarksburg, WV 26301

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. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: December 5, 2014 by 3:00 pm

Submit Questions to: Tara Lyle  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

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, and chooses to respond in a manner other than by electronic submission through wvOASIS, 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, if Vendor does not submit its bid through wvOASIS, 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: (This only applies to CRFP)

☐ 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: December 16, 2014 at 1:30 pm  
Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum 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.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand 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. **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.
13. **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.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

- 17. 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.

### **GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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 or 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. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 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 should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. 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.

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

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 150 days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **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 Award Document 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 a 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 100% of contract value. The performance bond must be 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 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.

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☒ **Commercial General Liability Insurance:** In the amount of see specifications or more.

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

☐☐☐☐☐



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.

☒ WV Contractor's License

☐☐☐

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. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. **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.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_ for \_\_\_\_\_.  
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.

- 12. 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 Award Document, upon receipt.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. 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.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

**29. 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>.

**30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

**31. 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.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.
- 34. 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.
- 35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. 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.
- 38. 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.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. 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](mailto:purchasing.requisitions@wv.gov).

- 41. 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.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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

- d. 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.

**43. 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: City Construction Company, Inc.

Contractor's License No. WV001801

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit 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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.
- 2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.
3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

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

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. **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.
5. **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 \$250,000.00 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. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.

a. **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 subcontractor will be used to perform more than \$25,000.00 of work, when applicable

b. **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.

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

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

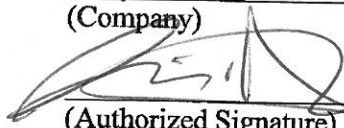
6. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including 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.

### CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

City Construction Company, Inc.

(Company)



Vice President

(Authorized Signature) (Representative Name, Title)

Beau T. Henderson

304-623-2573 / 304-326-2069 / 12/18/2014

(Phone Number) (Fax Number) (Date)

**REQUEST FOR QUOTATION**  
**Clarksburg Armory Interior Renovations – Clarksburg, WV**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Army National Guard's Division of Engineering and Facilities to establish a contract for the one time purchase of labor, materials, and all associated costs to renovate selected interior sections of the Clarksburg Armory located at 5 Armory Drive, Clarksburg, WV 26301.

The project encompasses demolition and removal of portions of existing building materials as noted in the contract documents and the replacement of new restroom fixtures and finishing materials to complete the renovations as specified herein.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

**2.1 "Contract Item"** means the provision of labor, materials, and all associated costs to renovate the three separate restroom areas, per the scope of work and the specifications and drawings referenced herein.

**2.2 "Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.

**2.3 "RFQ"** means the official request for quotation published by the Purchasing Division.

**3. GENERAL REQUIREMENTS:**

- 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

**3.1.1 Contract Item #1: Labor, materials, and all associated costs to renovate interior sections of the Clarksburg Armory:**

**3.1.1.1** Contractor must demolish and remove all partitions, plumbing fixtures, & casework and repair, patch, & prepare to receive new partitions & finishes to complete the renovation work in accordance with the drawings and specifications.

**REQUEST FOR QUOTATION**  
**Clarksburg Armory Interior Renovations – Clarksburg, WV**

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- 3.1.1.2** Contractor must remove all floor finishes down to concrete and repair, patch, and prepare concrete to receive new finishes as indicated in the drawings and specifications.
- 3.1.1.3** Contractor must remove existing doors, hardware, and frames to prepare openings for installation of new wider frame door and hardware in accordance with the drawings and specifications. Old doors and hardware are to be returned to owner.
- 3.1.1.4** Contractor must remove all existing water supply lines as indicated. Backflow preventer and water service entry assemblies are to remain.
- 3.1.1.5** Contractor must remove all sanitary and vent piping and prepare for installation of new piping.
- 3.1.1.6** Contractor must remove existing unused heating units and repair, patch, and prepare areas to receive new finishes. Contractor to remove existing ductwork as indicted and prepare for installation of new ductwork, fans, grilles, registers, and air diffusers.
- 3.1.1.7** Contractor to remove all existing lighting fixtures, electrical devices, and acoustical ceiling tiles as indicated and prepare area for installation of new fixtures and devices.
- 3.1.1.8** Contractor to supply and install all doors, partitions, finishes, piping, wiring, venting, plumbing fixtures, lighting fixtures, countertops, ductwork, ceiling tiles, radiant ceiling panels, exhaust/supply fans, grilles, registers, diffusers, and accessories as scheduled on the drawings and in accordance with the specifications. ALL plans and specifications shall be understood to include an "or equal" clause for any product listed in the documents. The requirements of Article 3.3 Substitutions, of AIA Document A701-1997 Instructions to Bidders and the State of West Virginia Supplementary Instructions to bidders for AIA

**REQUEST FOR QUOTATION**  
**Clarksburg Armory Interior Renovations – Clarksburg, WV**

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Document A701-1997, as incorporated in these bid documents, relate to requests for substitutions of proposed "or equal" products.

**3.1.2 Contract Item #2 – Add Alternate No. 1 (Ceramic Tile)**

**3.1.2.1** In lieu of the finishes indicated as Base Bid, provide and install ceramic tile and wall finishes as indicated on the Drawings and described in the project manual.

**3.1.3 Contract Item #3 – Add Alternate No.2 (Women's Toilet Renovations)**

**3.1.3.1** Add the work to renovate the first floor Women's Toilet (Room Number 126) as indicated on the Drawings and described in the Project Manual.

**3.1.4 Contract Item #4 – Add Alternate No.3 (Metal Lockers)**

**3.1.4.1** Furnish and install new metal lockers in the Locker Room, as indicated on the drawings and described in the Project Manual.

**3.1.5 Contract Item #5 – Add Alternate No.4 (Ceiling and Lighting in Upstairs Toilet)**

**3.1.5.1** Furnish and install new lay-in ceilings and lighting in upstairs toilets (Rooms 201 & 204) as indicated on the Drawings and described in the Project Manual.

**REQUEST FOR QUOTATION**  
**Clarksburg Armory Interior Renovations – Clarksburg, WV**

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**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide the agency with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the overall lowest cost for Contract Item #1 (Base Bid). Contract Item #2 (Add Alt. No.1), Contract Item #3 (Add Alt. No. 2), Contract Item #4 (Add Alt. No.3), Contract Item #5 (Add Alt. No.4), will be awarded in order from #2 though #5 if funding is available.

**4.2 Pricing Page:** Vendor should complete the Pricing Pages by completing the attached bid form from the specification manual. See attached copy. Contract Item #1 is a lump sum Base Bid for the work to renovate the selected interior sections of the Clarksburg Armory.

Contract Item #2 is an Add Alternate to the Base Bid to provide ceramic tile floor and wall finishes in the indicated areas.

Contract Item #3 is an Add Alternate to the Base Bid for the work to renovate the women's restroom on the first floor.

Contract Item #4 is an Add Alternate to the base bid to provide and install metal lockers in the Locker Room.

Contract Item #5 is an Add Alternate to the Base Bid to provide new ceiling and lighting in the upstairs toilets.

Vendor should complete the Pricing Pages in full as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**5. PAYMENT:**

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Payment will be made in accordance with the percentage of completed work for the approved schedule of values for such work.

**REQUEST FOR QUOTATION**  
**Clarksburg Armory Interior Renovations – Clarksburg, WV**

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Project is to be completed within 150 calendar days after issuance of notice to proceed.

**6. VENDOR DEFAULT:**

**6.1** The following shall be considered a vendor default under this Contract.

- 6.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 6.1.2** Failure to comply with other specifications and requirements contained herein.
- 6.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 6.1.4** Failure to remedy deficient performance upon request.

**6.2** The following remedies shall be available to Agency upon default.

- 6.2.1** Immediate cancellation of the Contract.
- 6.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 6.2.3** Any other remedies available in law or equity.

**SOLICITATION NUMBER: CRFQ - ADJ1500000003**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as CRFQ - ADJ1500000003 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

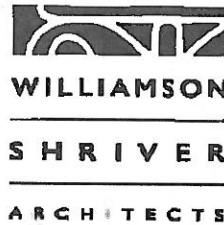
1. Pre-bid sign-in sheets attached.
2. Responses to vendors questions and additional clarifications attached.
3. The bid opening has moved from 12/16/2014 to 12/18/2014 at 1:30 pm.

**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.





#### ADDENDUM NO. 1

#### INTERIOR RENOVATIONS FOR THE CLARKSBURG ARMORY

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##### DOCUMENTS AMENDED

The drawings and specifications for Interior Renovations for the Clarksburg Armory, as prepared by Williamson Shriver Architects, Inc. are hereby amended and all changes (in either addition or deduction) which may result due to the following amendments shall be included in the bids submitted.

##### GENERAL

1. A Pre-Bid Sign-In Sheet is included with this Addendum.
2. Refer to the Advertisement for Bids and revise North Central Construction Employers Association, 2611 Fairmont Avenue, Fairmont, WV 26554 to read:

"Construction Employers Association of North Central West Virginia  
2794 White Hall Boulevard  
White Hall, WV 26554"

##### BIDDER QUESTIONS

1. Is there any asbestos present in areas where work will be performed? Is there an asbestos report available?

*Response: The Owner states that asbestos has been tested for all materials except the plaster ceilings, which will be tested prior to commencement of construction. The Owner is not aware of the presence of any other hazardous materials within the building. In the event that hazardous materials are discovered in the plaster prior to commencement of construction or elsewhere during construction, see Section 01732 - Selective Demolition paragraph 1.5.D.1. The hazardous materials survey will be made available to the winning bidder after completion of the bid process.*

Addendum No. 1  
Interior Renovations for Clarksburg Armory

Page 2

2. What is the height to the underside of the deck in the area of the first floor renovations?

*Response: This height is approximately 10'-4" to 10'-6". Contractors shall verify all dimensions and conditions before executing any Work.*

3. Limits of slab removal indicated on drawing d1 does not align with extent of new concrete slab (Key Note 7) on drawing a1. Is this correct?

*Response: No. Refer to drawing a1 First Floor Plan. Relocate line of new concrete slab from column line C to column line D to match demolition plan d1.*

4. On drawings a5 and a6, the Room Finish Schedule indicates a sealed concrete finish denoted SC-2. However, there is no SC-2 included in the Room Finish Legend. Please clarify.

*Response: Refer to the Room Finish Schedule on Drawings a5 and a6, and identify rooms 105 and 108. The floor finish in these rooms shall be SC-1. There is no sealed concrete finish type SC-2.*

5. Where will the contractor be permitted to locate a dumpster during construction and how will it be accessed?

*Response: The Contractor will coordinate the final location of the dumpster with the Owner's on-site representative. However, acceptable locations include either outside the exterior door from Corridor 112 or outside the existing roll-up door from the Drill Hall.*

6. How are bidders to obtain documents?

*Response: Contract Documents are available for purchase from Charleston Blueprint (304-343-1063). The cost per set for these documents is believed to be approximately \$150 however this cost should be verified by the bidders.*

7. What is the disposition of the existing lockers in the areas to be renovated?

*Response: In the base bid only scenario, the Owner will relocate these lockers prior to Work being performed and the Owner will reinstall them at the conclusion of work. If alternate number 3 is accepted, these lockers will be removed and legally disposed of by the Contractor and new lockers provided and installed by the Contractor.*

8. Is replacement of the ceiling in Corridor 112 included in the scope of work?

*Response: No. The existing ceiling and lighting will remain in this corridor. Refer to demolition plan d1 and delete the reference to coded note 3.*

Addendum No. 1  
Interior Renovations for Clarksburg Armory

Page 3

9. On the second floor finish schedule on page a6, toilets 201 and 204 are indicated to have no new finishes provided, yet the existing finishes are removed on the demolition plan. Is this correct?

*Response: No. Refer to Demolition Plan d2 and identify rooms 201 and 204. Delete reference to coded note 8 in both rooms. All demolition in these rooms is part of Alternate Number 4 and only includes the existing ceiling system along with electrical and mechanical demolished items as indicated in the MEP drawings. All other finishes, fixtures, partitions, etc. are to remain under both the base bid and alternate number 4.*

10. Are the alternates prioritized? If so, is the award to be made based upon the base bid alone, or the aggregate cost of the base bid plus the alternate(s) that can be awarded within the Owner's budget?

*Response: These questions are answered in Section 4.1 of the RFQ and in the last paragraph of the Form of Proposal as originally issued.*

11. Please clarify the extent to which we are required to paint the existing ceilings that are to be demolished and left as "exposed" according to the finish schedule. i.e. are all the "exposed" ceilings the same construction as the locker room (steel and concrete) or are they open bar joist and metal deck?

*Response: The exposed ceilings within new rooms 101 through 111 are the same construction type as was visible to the bidders in the existing locker room 106.*

12. Please clarify what is required of the existing concrete floor that remains. i.e. are we to strip and reseal?

*Response: All existing concrete flooring to remain within the areas of work shall be stripped and resealed as a part of this Work.*

13. In regards to the water damage from the roof leaking has the area for demolition been tested for mold? If not and mold is encountered, who is responsible for remediation?

*Response: See response for question #1*

14. Has a study been done on the area of demolition for asbestos containing materials?

*Response: See response for question #1*

Addendum No. 1  
Interior Renovations for Clarksburg Armory

Page 4

15. Has a study been done on the area of demolition for lead containing materials?

*Response: See response for question #1*

16. Are we able to fax our bid submission? If so, what is the fax number?

*Response: Bids are permitted to be faxed. The fax number is 304-558-3970*

17. Are there any plumbing details or reconfiguration drawings for RR201 and 204?

*Response: No. See response to question #9.*

18. Is there an enlarged plan for RR201 and 204?

*Response: No. See response to question #9*

19. Are there finishes in RR201 and 204?

*Response: No. See response to question #9.*

20. Is there to be new ceilings installed in corridor 1127

*Response: See response to question #8*

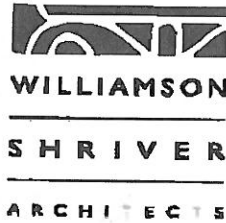
21. Do City of Clarksburg Business and Occupational Taxes apply to this project?

*Response: Yes*

**SPECIFICATIONS** - NONE

**DRAWINGS**

1. ROOM FINISH LEGEND: Refer to Room Finish Legend on drawings a5 and a6. Revise ACT "Manufacturer / Style" for ACT type 1 to Armstrong Fine Fissured and revise ACT "Manufacturer / Style" for ACT type 3 to Armstrong Ultima.



Addendum No. 1  
Interior Renovations for Clarksburg Armory

Page 5

INTERIOR RENOVATIONS FOR THE CLARKSBURG ARMORY

DOCUMENTS AMENDED

The drawings and specifications for Interior Renovations for the Clarksburg Armory, as prepared by Williamson Shriver Architects, Inc. are hereby amended and all changes (in either addition or deduction) which may result due to the following amendments shall be included in the bids submitted.

GENERAL

1. The following Liquidated Damages apply to this project:  
\$1,250.00 for first day  
\$1,150.00 every day afterward

SPECIFICATIONS

1. SECTION 08710 DOOR HARDWARE

- A. Add Door Hardware Set #7 to read as follows:

HARDWARE SET: # 7

DOOR(S) MARKED:

07

Each to Have:

Qty	Description	Catalog Number	Finish	Mfr
3 EA	HW HINGE	5BB1HW 4.5 X 4.5 NRP	652	IVE
1 EA	CLASSROOM LOCK	L9070T 06A	626	SCH
1 EA	PRIMUS CORE	20-740-XP	626	SCH
1 EA	SURFACE CLOSER	4111 SCUSH TBWMS	689	LCN
1 EA	KICK PLATE	8400 10" X 2" LDW B4E	630	IVE
3 EA	SILENCER	SR64	GRY	IVE

DRAWINGS - None

END OF ADDENDUM

# Sign-In Sheet

Pre-Bid Meeting  
Renovations to Clarksburg Armory, Clarksburg, WV  
3-Dec-14



Name	Representing	Phone	FAX	E-mail Address
Gregory A. Williamson	Williamson Shriver Architects	304-345-1060	304-345-3693	gwilliamson@wsgarch.com
Ross Hatfield	Ross Hatfield Const. Inc. 4655 Husky Highway mannington WV 26582	304-986-1795	304-986-1795	hatfieldrdry@yahoo.com
Rod Hatfield	Same as above			
Bernie Elliott	Lombard Development 649 Virginia Ave Follensboro WV 26057	304-748-5920	304-748-8488	Bernie@Lombardcompanies.com
Michael Schiffbauer	Masscon Inc. P.O. Box 1400 104 Ketchley St. Oliver, PA 15472	724-438-5340	724-738-1910	mike@massconinc.com
Anthony Haun	J & J Drywall Inc. 11 Pike Dr. Fairmont WV	304-367-0443	304-367-0400	ahanejjdrywallwv.com
Chris Dozier	Danhill Const. Co. 9033 Midland Trail Glen Ferris, WV 26070	304-632-1600 ext. 5	304-632-1501	cdozier33@yahoo.com
Jim Hamrick	<del>P.O. Box W.R. Drake</del> P.O. Box 8236 Nutter Fort WV 26302	304-624-6175	304-624-7182	Jim@WRDrakecompany.com

## Renovations to Clarksburg Armory, Clarksburg, WV

Name	Representing	Phone	FAX	E-mail Address
Jason McQuinn	City Construction	(304) 623-2573	(304) 326-2069	Jason@cccwv.us
<del>Wayne E. Huffman</del>	<del>Huffman Corporation</del>	<del>304 842-8526</del>	<del>304 842-8526</del>	<del>Huffman Corp 2 Ash.com</del>
ZACK MACIOCE	POERIO INC.	412-366-6767	412-366-1104	ZMACIOCE@POERIO.COM
	467 LOWRIE'S RUN RD			
	PITTSBURGH PA 15237			
<del>Wayne E. Huffman</del>				
WAYNE E. HUFFMAN	HUFFMAN CORPORATION	304 842-8526	304 842-8526	HUFFMAN CORP 2 ASH.COM
	415-A BOWLING DRIVE			
	RODGERS WV 26337			
Jim Skaggs	CFMD - WPAWS	304-541-1650	304-541-1544	Chad.a.skaggs@nyc.org
	1707 Cow Skin Ct			
	Charleston, WV 25311			
CHUCK BOWMAN	PROCUREMENT ANALYST	304 501 6654		charles.a.bowman@nyc.gov
	ADJ. GENERAL			
	COWSKIN COMPLEX			



**Sign-In Sheet - page 3**

## Renovations to Clarksburg Armory, Clarksburg, WV

[illegible]



State of West Virginia  
**PURCHASING DIVISION**  
**Construction Bid Submission Review Form**

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*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).

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ - ADJ1500000003**

**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:**

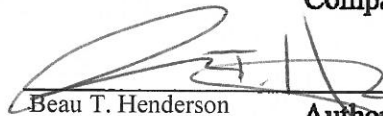
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <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 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.

\_\_\_\_\_  
City Construction Company, Inc.

Company

\_\_\_\_\_  


Beau T. Henderson

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
December 18, 2014

Date

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



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

**STATE OF WEST VIRGINIA,**

**COUNTY OF Harrison, TO-WIT:**

I, Beau T. Henderson, after being first duly sworn, depose and state as follows:

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

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

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

By:   
Beau T. Henderson

Title: Vice President

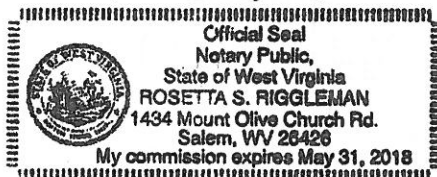
Company Name: City Construction Company, Inc.

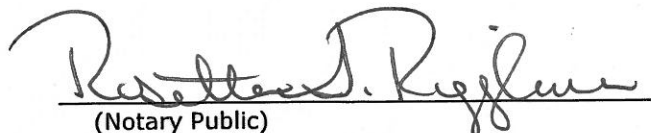
Date: December 18, 2014

Taken, subscribed and sworn to before me this 18th day of December, 2014.

By Commission expires May 31, 2014

(Seal)



  
(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.**

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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

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

**Contract Identification:**

Contract Number: CRFQ 0603 ADJ1500000003

Contract Purpose: Clarksburg Armory Interior Renovations

Agency Requesting Work: Division Engineering & Facilities Adjutant Generals Office

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

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

**Vendor Contact Information:**

Vendor Name: City Construction Company, Inc.

Vendor Telephone: 304-623-2573

Vendor Address: 284 Factory Street, Suite 101  
Clarksburg, WV 26301

Vendor Fax: 304-326-2069



# *City Construction Company, Inc.*

## *West Virginia Proud Since 1965*

GENERAL CONTRACTING • REMODELING • COMMERCIAL • CITYCONSTRUCTIONCO@CCCWV.US  
284 FACTORY STREET - SUITE 101, CLARKSBURG, WEST VIRGINIA 26301 • PHONE 304-623-2573 • FAX 304-326-2069  
July 24, 2012

To All City Construction Company, Inc. Employees:

Enclosed you will find a revised Drug-Free Workplace Policy. Please be aware that we will begin State law required random testing shortly. This is mandated so as to not bar us from publicly funded projects. If your name is chosen at random your supervisor will be notified and you will have to report for the test the same day as notified. Please read and review your new policy. You must sign your acknowledgement page and return it to the office no later than August 6<sup>th</sup>, 2012. The random testing will be at one of two following locations.

Bridgeport Express Care  
2 Chenoweth Drive  
Bridgeport, WV 26330  
Phone 304-842-3330  
Hours Monday thru Friday 8:00 am to 8:00 pm  
Saturday thru Sunday 10:00 am to 6:00 pm  
Located behind Wilson and Martino Dental

Elkins Express Care  
1513 Harrison Avenue  
Elkins, WV 26241  
Phone 304-637-0181  
Hours Seven (7) days a week 9:00 am to 9:00 pm  
Located in Shop n Save Plaza

If you have any questions or concerns please contact me at the office.

Thank you for your cooperation in returning your acknowledgement.

Nancy Pollock  
Office Manager

**CITY  
CONSTRUCTION  
COMPANY, INC.**

**284 Factory Street  
Suite 101  
Clarksburg, WV 26301**

**DRUG-FREE  
WORKPLACE  
POLICY**



# City Construction Company, Inc.

## Drug-Free Workplace Policy

July 1, 2008

Revised July 1, 2012

### Policy

City Construction Company has a vital interest in maintaining a safe, healthy, and efficient working environment. Being under the influence of a drug or alcohol on the job poses serious safety & health risks to the user and to all those who work with the user. This policy prohibits the manufacture, distribution, dispensation, storage, possession, sale, or use of drugs, controlled substances, or alcohol on City Construction Company premises, jobsites and vehicles during working hours.

### Purpose and Goal

City Construction Company is committed to protecting the safety, health and well being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

### Scope

This policy applies to all employees of City Construction Company.

### Definitions

**Alcohol:** The intoxicating element in whiskey, wine, beer, and other fermented or distilled products; classed as a depressant drug.

**Alcohol Test:** The procedure conducted to determine if an individual is under the influence of alcohol.

**Under The Influence of Alcohol:** Affected in such a manner that there is a recognizable impairment in physical and/or mental ability. The concentration of .08 of 1% or more by weight of alcohol in the blood, or concentration of .08 of 1 gram or more by weight of alcohol per 210 liters of breath.

**Conviction:** A finding of guilt or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal and State statutes.

**Controlled Substance:** A substance that is defined in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812).

**Drug:** Any chemical, substance, or mixture of chemical and substance used as a medicine or as an ingredient in a medicine in the treatment of illness or disease, or which affects any bodily function or organ.

**Legal Drug:** Drugs, medications or over-the-counter products that have been legally obtained and which are being used for the purpose for which they were prescribed or manufactured.

**Illegal Drugs:** Drugs which are not legally obtainable, or which are legally obtainable but have not been legally obtained.

**Drug Test:** The procedure using a drug screen in urine specimens that are collected from individuals for the purpose of scientifically analyzing the specimens to determine if the individual ingested, was injected or otherwise exposed to a drug of abuse.

**Random Drug Testing:** The procedure in which employees who perform safety-sensitive tasks are selected to undergo a drug test by a statistically valid random selection method with out prearrangement or planning.

**Safety-sensitive duty:** The means of any task or duty fraught with such risks of injury to the employee or others that even a momentary lapse of attention or judgment, or both, can lead to serious bodily harm or death.

**Search:** To examine closely and carefully in attempt to gain knowledge, establish facts, or to find specific things or objects.

**Workplace:** The entire physical City Construction Company premises, including roadways, parking lots, vehicles, docks, and adjacent railroad and/or waterfront facilities. For this policy, the word workplace also includes City Construction Company vehicles away from the physical City Construction Company premises.

## **Drug and Alcohol Screening**

City Construction Company may require a blood test, urinalysis, or other drug alcohol screening for:

1. Persons seeking employment with City Construction Company.
2. Employees suspected of using or being under the influence of or impaired by drugs, controlled substances, or alcohol.
3. Random substance testing will be instituted by random selection of employees of at least 10% a year.
4. Post accident/Post incident testing: After an employee has had an injury or near miss or is involved in an incident with property damage.

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test.

All drug-testing information will be maintained in separate confidential records.

Any employee who tests positive will be immediately removed from duty, referred to a substance abuse professional for assessment and recommendations, required to successfully complete recommended rehabilitation including continuing care and required to pass a Return-to-Work Agreement.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening of the test, adulterates, or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

### Prohibited Behavior

It is a violation of our drug-free workplace policy to use, possess, sell, and/or trade alcohol, illegal drugs or intoxicants.

### Pre-Employment Screening

City Construction Company will maintain pre-employment screening practices, which are designed to identify those individuals whose use of drugs or alcohol indicates a potential for impaired or unsafe job performance.

City Construction Company will require pre-employment substance screening of all applicants to whom City Construction Company will advise each applicant of the intent to test for substances and require the applicant to permit the results of the test be made available to management. If an applicant does not wish to have screening test performed, the pre-employment interview process or examination will be terminated. If the applicant refuses the screening test or if the test confirms the use of an unauthorized substance, the applicant will be disqualified from further employment consideration for a minimum of twelve months.

Employees who drive City Construction Company vehicles must notify City Construction Company of any alcohol related motor vehicle statute convictions within five (5) days after such conviction. This notification is separate from that which is required for Annual Certification by the Federal Motor Carrier Safety Regulations, and such notification of conviction is a condition of employment.

Notification of conviction shall be made in writing to the facility manager, and managers shall transmit such notification to the Human Resources Manager as soon as possible after receipt.

## Testing

**Reasonable Cause/Suspicion Testing:** Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this substance abuse program. The suspicion will be documented in writing and may occur based upon observed behavior, abnormal conduct, erratic behavior, arrest or conviction for drug related offenses. This includes employees who have undergone or are undergoing treatment for substance abuse or misuse. All City Construction Company managers/supervisors will be trained to recognize drug and alcohol related signs and symptoms.

**Random Testing:** Random substance testing will be instituted for all City Construction Company Employees (at least 10% yearly). You must report the same day as notified to a testing facility that has been approved by the company.

**Post Accident/Incident Testing:** After an employee has had an injury or near miss or is involved in an incident with property damage, City Construction Company reserves the right to request a drug test.

## Notification of Selection

An individual selected for random testing, and the individual's first-line supervisor, shall be notified the same day the test is scheduled, preferably, within two hours of the scheduled testing. The supervisor shall explain to the employee that the employee is under no suspicion of taking drugs and that the employee's name was selected randomly.

## Deferral of Testing

An employee selected for random drug testing may obtain a deferral of testing if the employee's first-line and higher-level supervisors concur that a compelling need necessitates a deferral on the grounds that the employee is:

1. In a leave status (sick, annual, administrative, or leave without pay)
2. In official travel status away from the test site or is about to embark on official travel scheduled prior to testing notification.

An employee whose random drug test is deferred will be subject to an unannounced test within the following 60 days.

## Opportunity to Justify a Positive Test Result

When a confirmed positive result has been returned by the laboratory, the Medical Review Officer shall perform the duties set forth in the Mandatory Guidelines. For example, the Medical Review Officer may choose to conduct employee medical interviews, review employee medical history, or review any other, relevant biomedical factors. The Medical Review Officer must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication. Evidence to justify a positive result may include, but is not limited to:

1. A valid prescription
2. A verification from the individual's physician verifying a valid prescription.

Individuals are not entitled, however, to present evidence to the Medical Review Officer in a trial-type administrative proceeding, although the Medical Review Officer has the discretion to accept evidence in any manner the Medical Review Officer deems most efficient or necessary. If the Medical Review Officer determines there is no justification for the positive result, such result will then be considered a verified positive test result.

## Disciplinary Action

Violation of the rules contained in this Policy can result in disciplinary action, up to and including dismissal or termination of employment. Violation of the rules contained in this Policy can also result in mandatory placement of offending employees in a substance abuse or rehabilitation program. Participation in, and the successful completion of, such a program are conditions of employment.

The finding of the presence of any illegal drug, controlled substance or alcohol above the cutoff levels established in the Appendices to the Federal Motor Carrier Safety Regulations following a test or screening will be considered prima facie evidence of a violation of the rules contained in this Policy, or if any employee is caught adulterating or tampering a drug or alcohol test, shall be subject to appropriate disciplinary measures up to and including terminating employment, in accordance with City Construction Company drug-free workplace policy

City Construction Company in its discretion may utilize a three tier disciplinary approach depending upon the individual circumstances of each violation. City Construction Company reserves the right to render any disciplinary action appropriate to the specific circumstances up to and including termination for any violation of this policy. Nevertheless, City Construction Company will, when appropriate, utilize the three tier disciplinary approach. When this approach is used, the first (1) positive test will result in a two (2) day suspension without pay and a mandatory meeting with Company owners before returning to work. A second (2) positive test will result in an indefinite suspension without pay and the employee will be required to undergo a mandatory 28 day rehabilitation program and meeting with Company owners before being considered to return to work. In the event of a third (3) positive test the employee will be automatically dismissed from employment. If the employee refuses to take the test it will be treated as the employee has tested positive and the same three tier disciplinary approach will go into effect. Before returning to work after any offense, the employee must sign a Return-to-Work Agreement and will be on probation for one year. During that one year the employee is subject to random drug or alcohol tests at any time. The repeat of offense in that one year probationary period may result in termination.

## Searches

Searches of employees, employee's lockers, and employee personal property may be conducted when there is a reasonable suspicion to believe that the employee or employees are in violation of the rules contained in this Policy. While City Construction Company has the right to conduct reasonable searches on its property, every effort must be made to preserve the rights and dignity of employees subject to such searches.



## Reporting the Possession or Use of Prescription Drugs and Medicines

The use of legal drugs and/or medication by individual employees may affect the job performance of the using employees, the safety of other employees, the safe and efficient operations of City Construction Company, or the safety of the public at large.

Employees are urged to discuss the effects of any drugs or medication with their doctors when such drug or medications are prescribed, and to request a statement on possible impairments or effects. This statement will aid the facility manager in making a determination of potential impairment.

Employees who are using over-the-counter drugs or medications are urged to read the information furnished with the drug or medication carefully, and to bring that information to the facility manager. This information will aid the facility manager in making a determination of potential impairment.

Employees who are using legal drugs and/or medication must report such use to the facility manager for a determination that such use will not expose the employee or any other employees or members of the public at large to hazards that may result from impairment. If the facility manager determines that employee performance or safety hazards exist, the employee may be required to take a leave of absence, or comply with other appropriate actions to minimize any potential impairment problems.

## Education & Training

City Construction Company will provide education and training all new employees within six weeks of new employment, as well as biannually and will consist of 2 hours of the following:

1. Detailed information about the content of the City Construction Company drug and alcohol policy.
2. Information on the effects and consequences of drug and alcohol use on personal health, safety, and the work environment.
3. Information on the manifestations and behavioral causes that may indicate drug or alcohol use or abuse.
4. A list of community resources where employees may seek assistance for themselves or their families.

Supervisors will be provided 2 hours of drug-free workplace supervisor training for all supervisory employees and annually thereafter.

1. How to recognize drug or alcohol problems.
2. How to document behaviors that demonstrate a possible drug or alcohol problem.
3. How to confront employees with the problem from observed behaviors.
4. How to initiate reasonable suspicion and post-accident testing.
5. How to handle the procedures associated with random testing.
6. How to make the appropriate referral for assessment and assistance.
7. How to follow up with employees returning to work after a positive result.

8. How to handle drug-free work place responsibilities in a manner that is consistent with collective bargaining agreements.

A hard copy of this policy will be given to each City Construction Company employee, which includes an employee-signed acknowledgement receipt for each employee.

## Assistance

City Construction Company recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Ensures the availability of a current list of qualified community professionals. Treatment for alcoholism and/or other drug use disorders may be covered by the employee's benefit plan. However the ultimate financial responsibility for recommended treatment belongs to the employee.

## Community Resources

The employer is to provide a list of available community resources for seeking assistance when an employee has tested positive, or if the employee acknowledges the need for a substance abuse program.

All employees may obtain information on the internet at <http://acde.org>.

If the employees need additional information; it will be supplied by City Construction Company's Human Resources Department.

## Confidentiality

City Construction Company has appointed competent physicians to serve as Medical Review Officers. City Construction Company has designated its facility managers as the individuals responsible for liaison with the Medical Review Officers in the establishment and coordination of testing or screening programs, communication of testing or screening results, and for maintaining secured confidential files which are separate and distinct from any other employment records. These individuals are responsible for maintaining the confidentiality of any records and files generated under this Policy, and any information contained in these files may be shared only with the affected employee, with the Medical Review Officers, and with other persons on a strict 'need to know' basis. A facility manager may designate an alternate responsible individual who will serve in that capacity in the event of absence, travel, or incapacitation of the manager.



## Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Report dangerous behaviors to their supervisors.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Clearly state consequences of policy violations.

## Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive written copy of the policy.
- The policy will be reviewed in orientation sessions with new employees.
- The policy and assistance programs will be reviewed at safety meetings.
- Employee education about the dangers of alcohol and drug use and availability of help will be provided to all employees.
- Every supervisor will receive training to help him/her to recognize and manage employees with alcohol and other drug problems.

## RESOURCES FOR HELP

<b>Alcoholics Anonymous</b> 1 (800) 827-7016	Referral service and treatment program for alcoholics.
<b>Narcotics Anonymous</b> 1 (800) 627-3543	Referral service and treatment program for narcotic abuse and addiction.
<b>NICA Hotline</b> 1 (800) 662-HELP	A service of the National Institute on Drug Abuse providing free referrals to a drug and alcohol programs.
<b>AL-Anon (AA)</b> 1 (800) 356-9996	Provides information on alcohol abuse and offers support through local chapters to the family and friends of alcoholics.
<b>Nar-Anon (NA)</b> 1 (818) 780-3951	Provides informational support and relatives of substance abusers.
<b>The National Council</b> 1 (800) 622-2255	Provides referral services for alcoholism and drug addiction.
<b>Cocaine Anonymous</b> 1 (800) COCAINE	An informational and referral hotline that provides information by mail on cocaine and crack and referrals to drug rehabilitation and counseling services.
<b>Ecstasy Addiction</b> 1 (800) 468-6993	Provides information and referral hotline provides information by mail on ecstasy and referrals to drug rehabilitation and counseling services.
<b>Marijuana Anonymous</b> 1 (800) 776 6779	An informational and referral hotline that provides information by mail on marijuana and referrals to drug rehabilitation and counseling services.
<b>REACH</b> 1 (800) 778-7322	Provides drug assessments and referral for drug addiction treatments.

City Construction Company, Inc.

DRUG-FREE WORKPLACE POLICY  
ACKNOWLEDGEMENT FORM

I acknowledge that I have received a copy of the Drug-Free Workplace Policy and that I have read and understand this document.

I further understand that this Policy supersedes and replaces all prior policies, handbooks, or other publications related to these personal matters.

I understand that if I refuse to consent to drug and alcohol screening or if I test positive and fail to meet my obligation under the Drug-Free Workplace Program, I will be subject to disciplinary action, including termination of employment.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date



# *City Construction Company, Inc.*

## *West Virginia Proud Since 1965*

GENERAL CONTRACTING • REMODELING • COMMERCIAL • CITYCONSTRUCTIONCO@CCCWV.US  
284 FACTORY STREET - SUITE 101, CLARKSBURG, WEST VIRGINIA 26301 • PHONE 304-623-2573 • FAX 304-326-2069

Name of Laboratory Certified by the United States Department of Health and Human Services to perform drug tests.

Bridgeport Express Care  
2 Chenoweth Drive  
Bridgeport, WV 26330  
Phone 304-842-3330

Elkins Express Care  
1513 Harrison Avenue  
Elkins, WV 26241  
Phone 304-637-0181

# *City Construction Company, Inc.* *West Virginia Proud Since 1965*

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284 FACTORY STREET - SUITE 101, CLARKSBURG, WEST VIRGINIA 26301 • PHONE 304-623-2573 • FAX 304-326-2069

The average number of employees in connection with the construction on the public improvement is six (6).

By:

  
Beau T. Henderson

Vice President

Date: 12/18/2014

# City Construction Company, Inc.

## West Virginia Proud Since 1965

GENERAL CONTRACTING • REMODELING • COMMERCIAL • CITYCONSTRUCTIONCO@CCCWV.US  
284 FACTORY STREET - SUITE 101, CLARKSBURG, WEST VIRGINIA 26301 • PHONE 304-623-2573 • FAX 304-326-2069

### Drug Tests Results

#### A. Pre-employment and new hires

- Zero Positives
- Ten Negatives

#### B. Reasonable suspicion

- Zero Positives
- Zero Negatives

#### C. Post accident

- Zero Positives
- One Negative

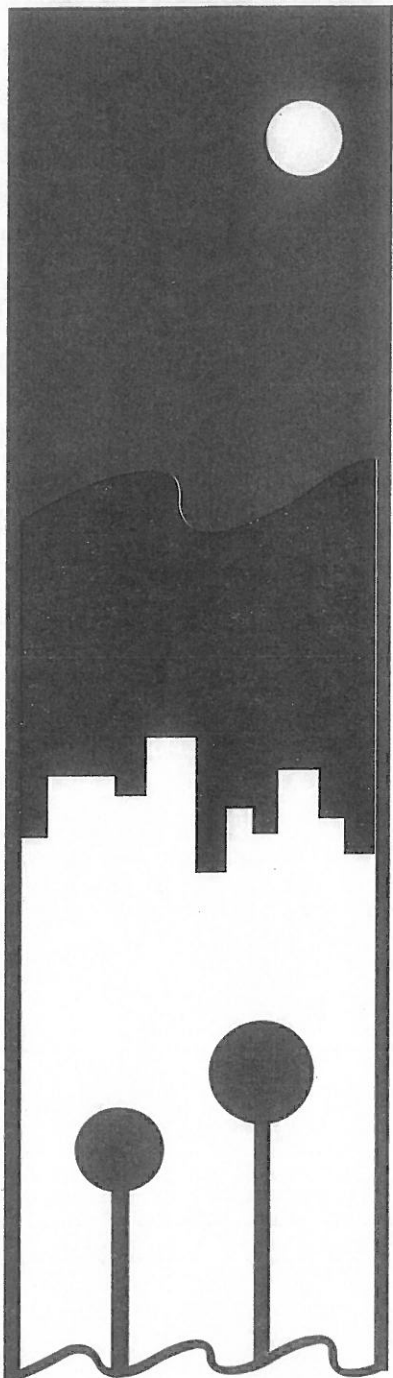
#### D. Random

- Zero Positives
- Six Negatives

Nancy Pollock  
Name

December 18, 2014  
Date

Office Manager  
Title



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

# CONTRACTOR LICENSE

Authorized by the  
**West Virginia Contractor Licensing Board**

**Number:** WV001801

**Classification:**

- |                                |                     |
|--------------------------------|---------------------|
| ELECTRICAL                     | CONCRETE            |
| GENERAL BUILDING               | SIDING              |
| GENERAL ENGINEERING            | ROOFING             |
| HEATING, VENTILATING & COOLING | PAINTING            |
| MULTIFAMILY                    | WINDOW INSTALLATION |
| PIPING                         |                     |
| PLUMBING                       |                     |
| RESIDENTIAL                    |                     |
| MASONRY                        |                     |

CITY CONSTRUCTION COMPANY INC  
DBA CITY WINDOW & CONSTRUCTION  
284 FACTORY STREET SUITE 101  
CLARKSBURG, WV 26301-9637


**Date Issued**

AUGUST 19, 2014

**Expiration Date**

AUGUST 19, 2015

  
Authorized Company Signature

  
Chair, 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.



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, City Construction Company, Inc.  
of Clarksburg, WV, as Principal, and Great American Insurance Company  
of Cincinnati, OH, a corporation organized and existing under the laws of the State of  
OH with its principal office in the City of Cincinnati, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 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  
Interior Renovations to Clarksburg Armory 5 Armory Drive, Clarksburg, WV 26301

**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  
16th day of December, 2014.

Principal Corporate Seal

City Construction Company, Inc.  
(Name of Principal)

By Beau T. Henderson (Must be President or  
Vice President)  
Vice President  
(Title)

Surety Corporate Seal

Great American Insurance Company  
(Name of Surety)

By Kimberly S. Burdette  
Kimberly S. Burdette, Licensed WV Resident Agent Attorney-in-Fact

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

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than FIVE

No. 0 20409

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
ANDREW K. TEETER	KIMBERLY L. MILES	ALL
DOUGLAS P. TAYLOR	KIMBERLY S. BURDETTE	\$100,000,000
PAMELA V. LANHAM	CHARLESTON, WEST VIRGINIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 6TH day of MARCH, 2014

Attest

GREAT AMERICAN INSURANCE COMPANY



*Stephen C. Beraha*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 6TH day of MARCH, 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Shelle Clontz**  
Notary Public, State of Ohio  
My Commission Expires 08-09-2015

*Shelle Clontz*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of December, 2014



*Stephen C. Beraha*  
Assistant Secretary

**WEST VIRGINIA  
STATE TAX DEPARTMENT  
BUSINESS REGISTRATION  
CERTIFICATE**

ISSUED TO:  
**CITY CONSTRUCTION COMPANY, INC  
DBA CITY WINDOW & CONSTRUCTION  
284 FACTORY ST 101  
CLARKSBURG, WV 26301-5934**

**BUSINESS REGISTRATION ACCOUNT NUMBER: 1035-2503**

This certificate is issued on: 12/5/2013

*This certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued  
This certificate shall be permanent until cessation of the business for which the certificate of registration  
was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new  
certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.  
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of  
this certificate displayed at every job site within West Virginia.

STATE 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.

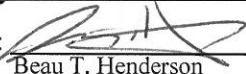
**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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: City Construction Company, Inc.

Authorized Signature:  Date: December 18, 2014  
Beau T. Henderson

State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 18 day of December, 2014.

My Commission expires May 31, 2018.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**



*Purchasing Affidavit (Revised 07/01/2012)*

