



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: 107933

Doc Description: Addendum; Renovations of Bld. 5 Fl. #7,8,9 & Bldg.6 Fl. #7

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-08-11	2015-08-25 13:30:00	CRFQ 0211 GSD1600000002	6

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:

The Neighborgall Construction Company
 1216 7th Avenue
 Huntington, West Virginia 25701
 Phone: (304) 525-5181

08/25/15 13:21:24
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X

FEIN # 55-0327171

DATE August 25, 2015

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

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 1900 KANAWHA BLVD E, BLDG 1, RM MB-68 CHARLESTON WV25305 US		DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 5 - HIGHWAYS 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Renovations (Base Bid)	1	LS		\$ 7,730,000 ⁰⁰

Comm Code	Manufacturer	Specification	Model #
72121100			

Extended Description :

Vendors are to submit Exhibit "A" Bid Form dated 08/04/2015 with their submitted bid response

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 1900 KANAWHA BLVD E, BLDG 1, RM MB-68 CHARLESTON WV25305 US		DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 6 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Renovations (Alternate Base Bid)	1	LS		\$ 8,040,000 ⁰⁰

Comm Code	Manufacturer	Specification	Model #
72121100			

Extended Description :

Vendors are to submit Exhibit "A" Bid Form dated 08/04/2015 with their submitted bid response

GSD1600000002	Document Phase Final	Document Description Addendum; Renovations of Bld. 5 Fl. #7,8,9 & Bldg.6 Fl. #7	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Submitted by: The Neighborgall Construction Company

(Firm Name)

Exhibit "A"
BID FORM

Dated: August 25, 2015

(Bidder to insert date bid submitted)

SUBMITTED BY:

The Neighborgall Construction Company *(hereinafter called "Bidder")*

SUBMITTED TO:

WEST VIRGINIA GENERAL SERVICES DIVISION *(hereinafter called "Owner")*

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby propose to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete construction of

INTERIOR RENOVATIONS TO

STATE OFFICE BUILDING NO. 5 - FLOOR NOS. 7, 8, & 9 AND

STATE OFFICE BUILDING NO. 6 - FLOOR NO. 7

STATE CAPITOL COMPLEX

CHARLESTON, WEST VIRGINIA

in every detail and ready for operation, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

BASE BID

For the sum of:

*Seven Million Seven Hundred Ninety Thousand
Dollars & 00/100*

(\$ 7,730,000.00).

Total to be written in figures and words. In the event that the written amount and the numerical amount differ, the written amount shall prevail.

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy according to Section 011000 "Summary" Article 1.5 Phased Construction - Base Bid. The Bidder understands that the Owner may retain a sum as set forth in Section 011000 "Summary" Article 1.7 for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, such sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Contractor to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty.

ALTERNATE BASE BID

For the sum of:

Eight Million Forty Thousand Dollars & 00/100

(\$ 8,040,000.00).

Total to be written in figures and words. In the event that the written amount and the numerical amount differ, the written amount shall prevail.

If awarded contract on Alternate Base Bid, I (we) agree to perform the work to completion and ready for occupancy according to Section 011000 "Summary" Article 1.6 Phased Construction - Alternate Base Bid. The Bidder understands that the Owner may retain a sum as set forth in Section 011000 "Summary" Article 1.7 for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, such sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Contractor to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty.

REFERENCES

Reference No. 1

Project Name: WV Supreme Court Renovations

Project Location: State Capitol Complex Building 1, Charleston, WV

Project Owner: WV Supreme Court of Appeals

Building Use: Court Room, Offices

Contact Name: Steve Canterbury

Contact Address: State Capitol, Building 1, Room E-100, Charleston, WV 25305

Contact Phone: (304) 558-0145

Reference No. 2

Project Name: Marshall University Visual Arts Center

Project Location: 943 3rd Avenue, Huntington, WV 25701

Project Owner: Marshall University

Building Use: Classrooms and Offices

Contact Name: Ron May

Contact Address: One John Marshall Drive, Huntington, WV 25755

Contact Phone: (304) 696-6415

Reference No. 3

Project Name: Mountwest Community and Technical College
 Project Location: 2205 5th Street Road, Huntington, WV 25701
 Project Owner: Mountwest Community and Technical College
 Building Use: Classrooms, Offices, Cafeteria
 Contact Name: Keith Catroneo
 Contact Address: 2205 5th Street Road, Huntington, WV 25701
 Contact Phone: (304) 710-3355

SIGNATURE OF BIDDER

Firm: The Neighborgall Construction Company

By: 
 C.R. Neighborgall, IV

Address: 1216 7th Avenue

Title: President

Address: Huntington, West Virginia 25701

Phone: (304) 525-5181

Tax Cert. #: 55-0327171

END OF BID FORM

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0211 GSD1600000002

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

The Neighborgall Construction Company
Company


C.R. Neighborgall, IV Authorized Signature

August 25, 2015
Date

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

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: The Neighborgall Construction Company

Contractor's License No. WV 005339

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.

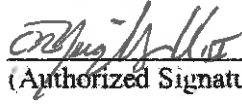
2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain 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

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.

The Neighborgall Construction Company
(Company)



C.R. Neighborgall, IV, President

(Authorized Signature) (Representative Name, Title)

(304) 525-5181 Fax: (304) 525-7795 8/25/2015
(Phone Number) (Fax Number) (Date)



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

STATE OF WEST VIRGINIA,

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

I, C.R. Neighborgall, IV, after being first duly sworn, depose and state as follows:

1. I am an employee of The Neighborgall Construction Company; and,
(Company Name)

2. I do hereby attest that The Neighborgall Construction Company
(Company Name)

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

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

Printed Name: C.R. Neighborgall, IV

Signature: *C.R. Neighborgall, IV*

Title: President

Company Name: The Neighborgall Construction Company

Date: August 25, 2015

Taken, subscribed and sworn to before me this 25th day of August, 2015.

By Commission expires AUGUST 03, 2019



Debra L. Heaberlin
(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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Neighborgall Construction Company
of Huntington, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Westfield Center, 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 State Office Building No. 5 Floor Nos. 7, 8, & 9 - State Office Building No. 6 Floor No. 7 -
West Virginia State Capitol Complex - According to Plans & Specifications

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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 25th day of August, 2015.

Principal Seal

Neighborgall Construction Company
(Name of Principal)

By: *C. R. Neighborgall, IV*
(Must be President, Vice President, or
Duly Authorized Agent)

C. R. Neighborgall, IV President
(Title)

Surety Seal

Ohio Farmers Insurance Company
(Name of Surety)

By: *Patricia A. Moye*
Patricia A. Moye, WV Resident Agent Attorney-in-Fact

**IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/17/13, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

POWER NO. 4752152 06

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint GREGORY T. GORDON, ALLAN L. MC VEY, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of DECEMBER A.D., 2013.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 17th day of DECEMBER A.D., 2013, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 25th day of August A.D., 2015



Frank A. Carrino Secretary

CRFQ 0211
RFQ No. GSD1600000002

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: The Neighborgall Construction Company

Authorized Signature: *[Handwritten Signature]* Date: August 25, 2015

State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 25th day of August, 2015

My Commission expires AUGUST 03, 2019

AFFIX SEAL HERE

NOTARY PUBLIC

[Handwritten Signature]

Purchasing Affidavit (Revised 07/01/2012)

