



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: 697731

Doc Description: Bowden Hatchery New Facilities Construction Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-05	2020-05-19 13:30:00	CRFQ 0310 DNR2000000009	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON
US

WV 25305

06/11/20 12:27:23
WV Purchasing Division

VENDOR

Vendor Name, Address and Telephone Number:

Alvarez Contractors, Inc.
PO Box 94
Spring Dale, WV 25986
Phone: (304) 484-7754

FOR INFORMATION CONTACT THE BUYER

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

Signature X

Guy Walker, VP

FEIN # 52 132 9431

DATE 6/11/2020

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

ADDITIONAL INFORMATION:

**Central Request for Quotation
(Construction Services - Bowden State Fish Hatchery #3 Improvement Project)**

In accordance with WV Code 5A-3 and WV Code 5-22, The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The WV. Division of Natural Resources (WV DNR) to establish a one-time construction contract for improvements to the existing Bowden State Fish Hatchery at Bowden, Randolph County, WV. per the specifications, terms and conditions that are a part of this solicitation and reference herein.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		DIVISION OF NATURAL RESOURCES BOWDEN HATCHERY RT 1, BOX 80 ELKINS WV 26241 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Construction Services				

Comm Code	Manufacturer	Specification	Model #
72120000			

Extended Description :

Construction of new facilities at Bowden Hatchery.

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 MANDATORY PRE-BID meeting will be held at the following place and time:

Bowden State Fish Hatchery
Hatchery Main Office Building
Rt.1 Box 80 Old Route 33
Bowden, Randolph County, WV. 26241

April 23rd, 2020 at 11:00 AM. ET.
Coordinates: 38 54 39N; 79 42 55W

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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

Revised 01/09/2020

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 nonbinding.

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

Question Submission Deadline: May 6th, 2020 at 9:00 AM. ET.

Submit Questions to: Guy Nisbet
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
 Email: Guy.L.Nisbet@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: WV DNR Bowden Fish Hatchery Facilities Project
 BUYER: Guy Nisbet
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME: 1:30 PM. ET.
 FAX NUMBER: 304.558.3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

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

BID TYPE: (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: May 19th, 2020 at 1:30 PM. ET.

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "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.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "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.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "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: 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 delivered to the Agency and then 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 five hundred forty (540) calendar 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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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. 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.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

WV Contractor's License (current)

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$5,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$500,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\$500.00 per calendar day for each day beyond the contract completion date as defined by the Notice to Proceed

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

- 16. 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.
- 17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. 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.
- 19. 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 § 148-1-5.2.b.
- 20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. 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.
- 22. COMPLIANCE WITH LAWS:** 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 laws, regulations, and ordinances.
- SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. 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.

- 24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. PRIVACY, SECURITY, AND 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>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. 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.

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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

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 heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Alvarez Contractor's Inc.
 Contractor's License No.: WV- 000556

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so 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 attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure 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 section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

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 bid fails, is unable, or refuses to perform his subcontract.**

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Alvarez Contractors, Inc.

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
<u>Carl Bell, Inc.</u>	<u>WV 000355</u>
<u>Corbin Electric</u>	<u>WV 022682</u>
<u>Goette</u>	<u>WV 054285</u>
<u>Specialty Group, Inc.</u>	<u>WV 005768</u>
<u>BBR Drilling</u>	<u>WV 013398</u>

Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Gary Walker, VP
 (Name, Title)
Gary Walker, Vice President
 (Printed Name and Title)
PO Box 94, Spring Dale, WV 25986
 (Address)
(304) 484-7754 (304) 484-7062
 (Phone Number) / (Fax Number)
gwaci@frontier.com
 (email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.

Alvarez Contractors, Inc.
 (Company)
Gary Walker, VP
 (Authorized Signature) (Representative Name, Title)
Gary Walker, Vice President
 (Printed Name and Title of Authorized Representative)
6/11/2020
 (Date)
(304) 484-7754 (304) 484-7062
 (Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Alvarez Contractors, Inc.
Company

Gary Walker, VP
Authorized Signature

6/11/2020
Date

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

**REQUEST FOR QUOTATION
WVDNR Wildlife Resources Section
Bowden State Fish Hatchery
Contract # 3**

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Natural Resources to establish a contract for improvements to the existing Bowden State Fish Hatchery at Bowden, Randolph County, WV. Chapman Technical Group of St. Albans, WV is serving as the Architect on this project.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification's Manual as defined below.
 - 2.1 **"Construction Services"** means repairs and improvements to the hatchery that include repairs and renovations to the existing raceways, piping, hatchery nursery building, construction of a water recycling system and wastewater treatment system and other work as more fully described in these specifications and the Specifications/Project Manual.
 - 2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
 - 2.4 **"Specifications/Project Manual"** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.
3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed one project that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance

REQUEST FOR QUOTATION
WVDNR Wildlife Resources Section
Bowden State Fish Hatchery
Contract # 3

with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand Total of the Base Bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(e), if the Pricing Pages contain alternates/add-ons, there must be no more than seven listed, and the alternates/add-ons will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on. Provided, that Agency may accept an alternate out of the listed order if acceptance would not affect determination of the lowest qualified responsible bidder. Any unaccepted alternate contained within a bid shall expire: ninety (90) days after the date of the opening of bids for review.
7. **PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.

Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.
8. **RETAINAGE:** Agency is entitled to withhold 10% from each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.
9. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.

REQUEST FOR QUOTATION
WVDNR Wildlife Resources Section
Bowden State Fish Hatchery
Contract # 3

10. PROJECT PLANS: Copies of the project plans can be obtained by contacting the entity identified below.

Chapman Technical Group
Amanda Holstein
200 Sixth Avenue
St. Albans, WV 25177
304 727-5501
Or via email at asutphin@chaptech.com

For a fee of \$100.00 for Project Manual & Drawings

Copies of project plans can be examined at the following locations

Contractors Association of West Virginia
2114 Kanawha Boulevard East
Charleston, West Virginia 25311
Phone: 304-342-1166
Fax: 304-342-1074

Kanawha Valley Builders Association
1627 Bigley Avenue
Charleston, WV 25302
Phone: 304-342-7141
Fax: 304-343-8014

Construction Employers Association NCWV
2794 White Hall Blvd
White Hall, WV 26554
Phone: 304-367-1290
Fax: 304-367-0126

Parkersburg Marietta Contractors Association
2905 Emerson Avenue
Parkersburg, WV 26104
Phone: 304-485-6485
Fax: 304-428-7622

11. SUBSTITUTIONS: Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.

12. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

12.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

REQUEST FOR QUOTATION
WVDNR Wildlife Resources Section
Bowden State Fish Hatchery
Contract # 3

- 12.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 12.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 12.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 12.5. Vendor shall inform all staff of Agency's security protocol and procedures.

13. MISCELLANEOUS:

13.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Gary Walker

Telephone Number: (304) 484-7754

Fax Number: (304) 484-7062

Email Address: gwaci@frontier.com

13.2. **Owner's Representative:** Owner's representative for notice purposes is

Name: **Bradley S. Leslie, PE** _____

Telephone Number: **304 558 2764** _____

Fax Number: **304 558 0077** _____

Email Address: **brad.s.leslie@wv.gov**

14. **Initial Decision Maker:** Joe Bird, AIA, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.

EXHIBIT A - PRICING PAGE
WVDNR Bowden State Fish Hatchery Renovations
Building Renovations
Contract #3

Name of Vendor:

Alvarez Contractors, Inc.

Address of Vendor:

PO Box 94
Spring Dale, WV 25986

Phone Number of Vendor:

(304) 484-7754

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to vendors, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications, and not included in the additive alternates therein described. Total Base Bid shall be indicated in the space below.

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$ 6,920,882. -

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Six Million Nine Hundred Twenty Thousand Eight Hundred Eighty Two and 00/100 Dollars

See Additive Alternate Bid form sheets following this page

EXHIBIT A - PRICING PAGE
WVDNR Bowden State Fish Hatchery Renovations
Building Renovations
Contract #3

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Alvarez Contractors, Inc

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Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Six Million Nine Hundred Twenty Thousand Eight Hundred Eighty Two and 00/100 Dollars

See Additive Alternate Bid form sheets following this page

EXHIBIT A - PRICING PAGE
WVDNR Bowden State Fish Hatchery Renovations
Building Renovations
Contract #3

Additive/Deductive Alternates

The Additive Alternate Bids shall consist of all the work described in the Project Manual.

Alternate No. 1 - All work associated with the South Spring Box.

Total Alternate No. 1 Bid:
Lump sum for all labor,
materials, and equipment
as stipulated in the Bidding
Documents, written in
figures.

\$ 186,695.-

Total Alternate No. 1 Bid:
Lump sum for
all labor, materials, and
equipment as stipulated in
the
Bidding Documents,
written in
words.

ONE Hundred Eighty Six Thousand
Six Hundred Ninety Five and 00/100 Dollars

Alternate No. 2 - All work associated with netting and netting support structure for existing raceways.

Total Alternate No. 2 Bid:
Lump sum for all labor,
materials, and equipment
as stipulated in the Bidding
Documents, written in
figures.

\$ 239,976.-

Total Alternate No. 2 Bid:
Lump sum for
all labor, materials, and
equipment as stipulated in
the
Bidding Documents,
written in
words.

Two Hundred Thirty Nine Thousand
Nine Hundred Seventy Six and 00/100
Dollars

See Additive Alternate Number 3 on following page

EXHIBIT A - PRICING PAGE
WVDNR Bowden State Fish Hatchery Renovations
Building Renovations
Contract #3

Alternate No. 3 -All work associated with the pile and lag wall.

Total Alternate No. 3 Bid:
Lump sum for all labor,
materials, and equipment
as stipulated in the Bidding
Documents, written in
figures.

\$ 951,316. -

Total Alternate No.3 Bid:
Lump sum for
all labor, materials, and
equipment as stipulated in
the
Bidding Documents,
written in
words.

Nine Hundred Fifty One Thousand
Three Hundred Sixteen and 00/100 Dollars

Total Bid Amount is the Base Bid + Additive Alternate #1 + Additive Alternate #2+
Additive Alternate #3 = Total Bid Amount

Total Bid Amount for Base and all additive alternates

\$ 8,298,869. -



State of West Virginia
PURCHASING DIVISION
Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Debt to the state or political subdivision (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 of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (If contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)



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

STATE OF WEST VIRGINIA,
COUNTY OF Fayette, TO-WIT:

I, Gary Walker, after being first duly sworn, depose and state as follows:

1. I am an employee of Alvarez Contractors, Inc.; and,
(Company Name)
2. I do hereby attest that Alvarez Contractors, Inc.
(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: Gary Walker

Signature: Gary Walker

Title: Vice President

Company Name: Alvarez Contractors, Inc.

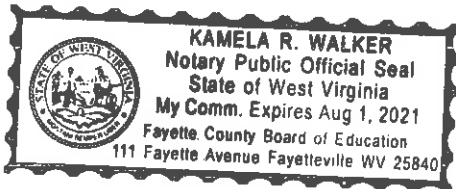
Date: 6/11/2020

Taken, subscribed and sworn to before me this 11th day of June, 2020.

By Commission expires Aug 1, 2021

(Seal)

Kamele R. Walker
(Notary Public)



State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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 0310 DNR 2000000009
 Contract Purpose: Bowden Hatchery New Facilities Construction Project
 Agency Requesting Work: West Virginia DNR

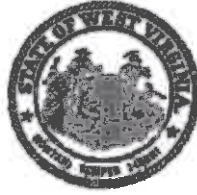
Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- 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: Alvarez Contractors, Inc. Vendor Telephone: (304) 484-7754
 Vendor Address: PO Box 94 Vendor Fax: (304) 484-7062
Spring Dale, WV 25986 Vendor E-Mail: gwaci@frontier.com

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Alvarez Address: PO Box 94
Contractors, Inc. Spring Dale, WV 25986

Name of Authorized Agent: Gary Walker Address: 3436 Patterson Mtn. Road
Spring Dale, WV 25986

Contract Number: Contract No. 3 Contract Description: Bowden WV Fish Hatchery
Improvements

Governmental agency awarding contract: State of WV Purchasing Division (DNR)

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: Gary Walker, VP Date Signed: 6/11/2020

Notary Verification

State of West Virginia, County of Fayette:

I, Gary Walker, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 11th day of June, 2020

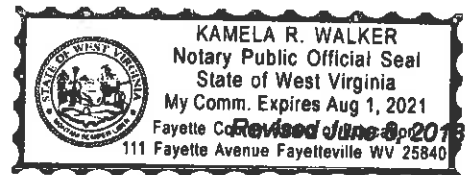
Kamela R. Walker
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Alvarez Contractors, Inc.
of Frederick, MD, as Principal, and Liberty Mutual Insurance Company
of Boston, MA, a corporation organized and existing under the laws of the State of
MA with its principal office in the City of Boston, 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
Bowden Fish Hatchery #3 Improvement Project, Bowden State Fish Hatchery, Elkins, WV

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 11th day of June, 2020.

Principal Seal

Alvarez Contractors, Inc.
(Name of Principal)
By: Gay Walker, VP
(Must be President, Vice President, or
Duly Authorized Agent)
Vice President
(Title)

Surety Seal

Liberty Mutual Insurance Company
(Name of Surety)
By: Kimberly L. Miles
Kimberly L. Miles, Licensed 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 limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201353-014055

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jaime L. Carpenter, Kimberly L. Miles, Tammy S. Selbe, Douglas P. Taylor, Andrew K. Teeter

all of the city of Charleston state of West Virginia each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of June, 2019.



Liberty Mutual insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 3rd day of June, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of June, 2020



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Alvarez Contractors, Inc.

Authorized Signature: Gary Walker Date: 6/11/2020

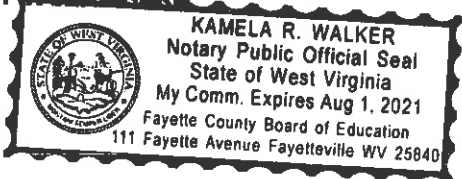
State of West Virginia

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 11th day of June, 2020

My Commission expires Aug. 1, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC Kamela R. Walker

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV000556

Classification:
GENERAL ENGINEERING

ALVAREZ CONTRACTORS INC
DBA ALVAREZ CONTRACTORS INC
9022 MOUNTAINBERRY CIRCLE
FREDRICK, MD 21702

Date Issued

Expiration Date

AUGUST 06, 2019

AUGUST 06, 2020


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.



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**



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: 697731

Doc Description: Addendum No.01 - Bowden Hatchery Facilities Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-04-03	2020-06-11 13:30:00	CRFQ 0310 DNR2000000009	2

BID CLERK

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON
 US

WV 25305

Vendor Name, Address and Telephone Number:

Alvarez Contractors, Inc.
 PO Box 94
 Spring Dale, WV 25986
 Phone: (304) 484-7754

FOR INFORMATION CONTACT THE BUYER

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

Signature X

Guy Waller, VP

FEIN # 52 132 9431

DATE 6/11/2020

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

Addendum

Addendum No.01, issued to publish and distribute the attached information to the vendor community.

**Central Request for Quotation
(Construction Services - Bowden State Fish Hatchery #3 Improvement Project)**

In accordance with WV Code 5A-3 and WV Code 5-22, The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The WV. Division of Natural Resources (WV DNR) to establish a one-time construction contract for improvements to the existing Bowden State Fish Hatchery at Bowden, Randolph County, WV. per the specifications, terms and conditions that are a part of this solicitation and reference herein.

DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US	DIVISION OF NATURAL RESOURCES BOWDEN HATCHERY RT 1, BOX 80 ELKINS WV 26241 US
--	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Construction Services	0.00000			

Comm Code	Manufacturer	Specification	Model #
72120000			

Extended Description :
Construction of new facilities at Bowden Hatchery.

SOLICITATION NUMBER: CRFQ 0310 DNR2000000009

Addendum Number: No.01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Mandatory Pre-Bid meeting date was scheduled for: April 23rd, 2020 at 11:00 AM. ET.
now scheduled for: May 20th, 2020 at 1:00 PM. ET.
2. Vendor Question submission deadline was scheduled for: May 6th, 2020 at 9:00 AM. ET.
now scheduled for: May 29th, 2020 at 9:00 AM. ET.

No other Changes.

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 ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Alvarez Contractors, Inc.
Company

Gary Walker, VP
Authorized Signature

6/11/2020
Date

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



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

State of West Virginia
 Request for Quotation
 00 - Construction

Proc Folder: 897731

Doc Description: Addendum No.02 - Bowden Hatchery Facilities Project

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
2020-05-22	2020-08-11 13:30:00	CRFQ 0310 DNR2000000009	3

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:

Alvarez Contractors, Inc.
 PO Box 94
 Spring Dale, WV 25986
 Phone: (304) 484-7754

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2586
 guy.i.nisbet@wv.gov

Signature X

Gary Walker VP

FEIN #

52 132 9431

DATE

6/11/2020

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

GENERAL INFORMATION

Addendum

Addendum No.02, issued to publish and distribute the attached information to the vendor community.

Central Request for Quotation
 (Construction Services - Bowden State Fish Hatchery #3 Improvement Project)

In accordance with WV Code 5A-3 and WV Code 5-22, The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The WV. Division of Natural Resources (WV DNR) to establish a one-time construction contract for improvements to the existing Bowden State Fish Hatchery at Bowden, Randolph County, WV. per the specifications, terms and conditions that are a part of this solicitation and reference herein.

PROJECT TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US	DIVISION OF NATURAL RESOURCES BOWDEN HATCHERY RT 1, BOX 80 ELKINS WV 26241 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Construction Services				

Comm Code	Manufacturer	Specification	Model #
72120000			

Extended Description :
 Construction of new facilities at Bowden Hatchery.

SOLICITATION NUMBER: CRFQ 0310 DNR2000000009

Addendum Number:

No.02

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Pre-Bid Sign in Sheet
2. Pre-Bid Conference Notes
3. Specification Notes
4. Vendor submitted Questions and Agency responses (05/06/2020)
5. Addition of Section 464322- Circular Clarifier

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Pre-Bid Sign-In Sheet

Solicitation Number: DNR200000009

Date of Pre-Bid Meeting: May 20, 2020

Location of Prebid Meeting: Bowden Fish Hatchery

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Orders Construction	Griffin McCabe	501 Sixth Avenue St. Albans, WV 25177	304-721-2122	304-201-2405	griffinm@ordersconstruction.com
Alvarez Contractors	Gary Walker	P.O. Box 94 Springdale, WV 25986	304-484-7754	304-484-7062	gwaci@frontier.com
Nitro Construction Services	Stewart Beebe	4300 First Avenue Nitro, WV 25143	304-204-1500	304-204-1350	sbeebe@nitrocs.com
Wolf Creek Contracting	Howard Offenberger	403 Watertown Rd Waterford, OH 45786	740-749-5818	740-422-1244	hoffenberger@wolfcreekcontractors.com
Bear Contracting	Mike Jackson	1 Columbia Blvd Clarksburg, WV 26330	304-695-2515	304-526-0054	dwilson@bear-contracting.com
Foster Supply	9374 Temp Valley Rd Scott Depot, WV 25560	Mark Stolle	304-755-8241	304-755-8250	mark@fostersupply.com

*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Pre-Bid Sign-In Sheet

Solicitation Number: DNR200000009

Date of Pre-Bid Meeting: May 20, 2020

Location of Prebid Meeting: Bowden Fish Hatchery

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

<u>Firm Represented:</u> *	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Veritas Contracting	Marty Turner	246 Business Park Dr. Fairmont, WV 26554	304-598-2285	304-363-8040	mturner@ veritaswv.com bid@veritaswv.com
Tri-County Electric	Jim Goff	103 Corporate Dr Suite 101 Morgantown, WV 26501	304-296-3090	304-296-7937	jgoff@ pennline.com
Caliber Contracting	Chris Holleran	104 East Swissvale Ave Pittsburgh, PA 15218	412-205-8283		jdonahoe@ calibercontractingservices. com
Rock Forge Bridge	Eric Gregory	2105 Big Sandy Creek Rd Arma, WV 25005	304-565-3007	304-565-3113	eric.gregory@ mciwv.com
Lantz Construction Co.	Drew Meyerhoeffer	539 South Main St. Broadway, VA 22815	540-896-8911	540-901-3036	drew@lantzcc.com
Breckenridge Corporation	Keith Skelton	304-472-3750 P.O. Box 247 Buckhannon, WV 26201	304-472-3750	304-472-8506	Keith@ breckenridgecorp.com

*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Pre-Bid Sign-In Sheet

Solicitation Number: DNR2000000009
 Date of Pre-Bid Meeting: May 20, 2020
 Location of Prebid Meeting: Bowden Fish Hatchery

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
 For further verification, please also provide a business card if possible.

<u>Firm Represented:</u> *	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Mon Valley Integration	Michael Widdup	P.O. Box 247 Dellslow, WV 26531	304-212-2930	304-241-5290	michael.widdup@monvalleyintegration.com
Danhill Construction	Chris Dozier	P.O. Box 685 Gawley Bridge, WV 25085	304-632-1600	304-632-1901	cdozier33@yahoo.com
Master Service	Bryan Totten	1945 Harrison Ave Elkins, WV 26241	304-636-8170	304-636-8206	bryan@masterservicecorp.com
Specialty Groups	Jeremy White Ext. 307	P.O. Box 96 Bridgeport, WV 26330	304-623-3844	304-623-3843	jwhite@sgi.wv.com
FAMCO	Jim Billheimer	P.O. Box 1577 Huntington, WV 25716	304-529-3328	304-529-3325	jim.bill@comcast.net

*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Bowden Fish Hatchery Improvements
 Requisition DNR 2000000009
 Pre-Bid Conference Meeting Notes
 May 20, 2020

1. Bidding process.

- a. Mandatory pre-bid, must sign in or bid will not be accepted.
- b. Contact WV DNR Procurement for complete RFQ or download from OASIS.
- c. Must use Pricing Page in the RFQ and submit all documents as required in RFQ.
- d. Bids are due 1:30 PM on June 11, 2020
- e. Bids are to be submitted electronically through OASIS or directly to WV Purchasing as directed in the RFQ.
- f. All questions must be submitted in writing to Guy Nisbet, WV Purchasing, by email to Guy.L.Nisbet@wv.gov. Also see RFQ.
 Deadline for questions is May 29, 2020, 9:00 AM.
- g. Time of completion is 540 calendar days.
- h. Liquidated damages are \$500 per calendar day.
- i. See RFQ for bond and insurance requirements.
- j. Prevailing Wage requirements do not apply.
- k. Addenda

1. Any statement made by anybody that materially alters the work described in the plans and specifications is invalid unless documented by addendum.

2. Project review.

- a. General review of project requirements.
- b. The sign-in sheets will be issued by addendum.
- e. There are other construction contracts underway at the same time. Coordination of contracts will be required.
- d. Major aspects of the project were reviewed and the project site was toured.

3. Questions and Answers

- Q1. Is shoring required for excavation?
 A1. Contractor shall determine shoring requirements.
- Q2. How will the raceways be shut down for refinishing?
 A2. Two raceways at a time will be shut down.
- Q3. When will the new raceways be finished?
 A3. The new raceways will be finished in the spring of 2021.
- Q4. What should contractors do with water encountered in excavations?
 A4. Question will be answered by addendum.
- Q5. What equipment is furnished by the Owner?
 A5. Unless noted otherwise on the drawings or specifications, all equipment is to be furnished by the Contractor.
- Q6. Will the company furnishing the oxygen storage equipment install their own equipment?
 A6. Question will be answered by addendum.

end of meeting notes

Bowden Fish Hatchery Improvements Project
 Contract 3
 Requisition DNR 2000000009
 Addendum Items

1. Drawing C-104

Area indicated as Enlarged Site Plan C-104A has been modified. Reference revised Drawing C-104A for changes in this area.
2. Drawing C-104A
 - a. Delete Drawing C-104A and replace with Revised Drawing C-104.
3. Drawing D-001
 - a. PIPE MATERIAL SCHEDULE
 1. In parentheses are pipe services according to the PIPING LEGEND on this sheet. On D series sheets the tags in the PIPING LEGEND are in ovals with leaders to the pipes unless the pipes are directly labeled regarding service or material.
 2. In Parts A, B, D & F Change "RAS" To "(RAS)."
 3. Delete Part A.4. and replace with "A.4. Pipe from clarifier to telescoping valves."
 4. Part B: Add "2. Duplex pumps' discharge."
 5. In Part E.1. Change "(D)" To "(DRN)."
 6. In part F.1. Change "shall" to "which shall."
 7. In Part F.2. Change "system" To "system including mixing pump effluent."
4. Drawing D-103
 - a. Delete Drawing D-103 and replace with revised Drawing D-103.
5. Drawing D-104
 - a. The Recycle Sumps shall be moved 5.00 feet to the east.
6. Drawing D-06-100
 - a. Delete Drawing D-06-100 and replace with revised Drawing D-06-100.
7. Drawing D-07-100
 - a. Section A, Delete "with at least 1/16 inches of Tnemec Series 218 and two coats Tnemec Series 264" and Replace with "as if Concrete and Immersed and NSF per Specification Section 09 96 00 High Performance Industrial Coatings, including but not limited to, its Table under Part 2.3, A."
 - b. Plan I, Delete "with 1/8 inch thick integral solid top plate."
8. Drawing D-600
 - a. REUSE PUMP SCHEDULE

1. To Acceptable Models Add "Fairbanks 16E-SS w/reducer to discharge head."
 2. To Reuse Pumps Schedule Notes Add "E. Pump bowl and impeller shall be iron or stainless steel, not bronze."
9. Index to Detail Specifications
- a. To Section 33 39 13 – Manholes, Drop Inlets & Cleanouts, Add "& Recycle Sumps (Precast Sumps)"
10. Specification Section 09 96 00 – High Performance Industrial Coatings
- a. Part 2.3, A. In Table under Concrete, Immersion - NSF:
 1. To Filler/Surfacers, Add "or as recommended by finish coat manufacturer."
 2. To Prime Coat, Add "Epoxy primer, meeting WV VOC limits, suitable for potable water and to reduce outgas as recommended by finish coat manufacturer."
 3. At Finish Coat, Delete "2 coats" and Replace with "Multiple passes."
 4. Non-toxic, no VOC, Xypex Concentrate (suitable for potable water contact) cementitious slurry may be applied (in strict accordance with manufacturer instructions including surface preparation) in lieu of EMM and epoxy primer and FMPP.
11. Specification Section 33 39 13 – Manholes, Drop Inlets & Cleanouts
- a. To Title Add "& Recycle Sumps (Precast Sumps)"
 - b. Add "2.4 Recycle Sumps (Precast Sumps) shall be as shown in Process Drawings and in conformance with ASTM C890, Standard Practice for Minimum Structural Design Loading for Monolithic or Sectional Precast Concrete Water and Wastewater Structures and in conformance with ASTM C990, Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants."
12. Specification Section 43 24 27 – Pumping Equipment – Vertical Turbine (Line shaft)
- a. Part 2.1, A. Add "3. Fairbanks."
 - b. Part 2.3, A. Delete "Section d."
 - c. Part 2.3, E., Since no large wetted parts of the pumps are to have bronze due to its toxicity to fish, at sub-part 1 Delete "of SAE 600 bronze" and at sub-part 2 Delete "bronze" and at sub-part 6 Delete "SAE 40 bronze" and replace with stainless steel or composite."
 - d. Part 2.4, G., 2.: Delete "open type."
 - e. Part 2.4, G., 2.: Delete "bronze" and replace with "iron or stainless."
 - f. Part 2.4, H., Delete sub-part 7 entirely and Replace with "7. Provide mechanical seal with silicon carbide faces. If seal has bleed-off, pipe it into wet well below."
13. Specification Section 46 51 77 – CO2 Stripper
- a. Part 1.1, A., Add "2. Manufacturer shall engineer stripper for structural design criteria indicated on Sheet S-001 Note G3 including anchorage to precast recycle sump diagrammatically illustrated on Process Sheet D-07-100 and specified in Section 33 39 13 – Manholes, Drop Inlets & catch Basins & Recycle Sumps."
 - b. Part 1.3, A., Add "3. Submit manufacturer design drawings and design calculations stamped by a Professional Engineer."
14. Drawing S-001

- a. General Note G3.2 – Change Risk Category to II, with the exception of the netting support system, which shall be Risk Category I.
15. Specification Section 03 31 30 – CONCRETE, MATERIALS AND PROPORTIONING
- a. DELETE Section 2.2, c, 9 Shrinkage Reducing Admixture.
 - b. DELETE Section 2.2, E Macrosynthetic Fibers.
 - c. DELETE Section 2.2, F Microsynthetic Fibers.
16. Delete Specification 464322 – Secondary Clarifier Solids Collection Equipment – Circular Tank Suction Head Type and replaced with revised Specification Section 464322.
17. The Contractor shall be responsible for engaging a third-party testing agency to provide Special Inspections as indicated in Section 014533 – Special Inspections.
18. Full size addendum drawings are available from Chapman Technical Group at 304-727-5501.

End of Addendum Items

CRFQ DNR 0310 DNR2000000009
Bowden Hatchery New Facilities Construction Project
Vendor submitted Questions and Agency Responses
05/06/2019

- Q.1. Is flood insurance required as part of the builder's risk coverage?
- A.1. Yes.
- Q.2. Is this project tax exempt?
- A.2. No.
- Q. 3 Do you anticipate extending the bid due date?
- A.3. No.
- Q.4. What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?
- A.4. All documentation is and will be posted to the wvOASIS VSS website as it becomes available.
- Q.5. Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com?
- A.5 No.
- Q.6 Other than your own website, where was this bid posted?
- A.6. Nowhere else by the WV Purchasing Division, we have no idea who else may have picked it up and posted.
- Q.7 I was working through the bid documents for the Bowden Fish Hatchery (Contract 3) and saw your name and contact information. I will be bidding the WesTech clarifier that is named for the project and was wondering whether I may be able to get a couple other manufacturers named as well. It is my experience that contractors are highly unlikely to consider unnamed manufacturers on bid day. I think that these two would bring a high level of quality, as well as competitiveness to the project.
- A.7. Alternate models or brands shall be considered in accordance with the Paragraph 10 of the Instructions to Vendors Submitting Bids.
- Q.8. First, I would like to have Wedeco considered for the UV Disinfection (Section 406616). I reviewed the specification and Wedeco would meet, or exceed the design criteria for this application. I looked, but did not find the required procedure to be followed. I do not see

Wedeco as a Substitute, or Alternate but rather as an Equal to those systems already named. I can certainly put together a comprehensive Qualifications package, but to whom should I send it? We have several Wedeco UV systems installed in West Virginia.

A.8. Alternate models or brands shall be considered in accordance with the Paragraph 10 of the Instructions to Vendors Submitting Bids.

Q.9. I would also ask that Fontaine be considered for the Gates described in Section 400557 (1 weir and 5 sluice in schedule). Fontaine would meet, or exceed the specified design criteria. Again, I do not see Fontaine as either a Substitute, or Alternate but rather as an Equal to those already named. I can certainly put together a comprehensive Qualifications package for your review and consideration. We have many Fontaine gates installed in West Virginia, and using U.S. steel is not of concern.

A.9. Fontaine is an acceptable manufacturer. Specific product must meet or exceed specified product.

Q.10. The specification alludes to both a column-supported cage drive, and a shaft drive. The drawings indicate that this is indeed a shaft drive, but I want to be sure before putting the proposal together. For this size clarifier, I would certainly recommend a shaft drive.

A.10 The specification allows for either option.

Q.11. The specification mentions an Energy Dissipating Inlet (EDI), but it is not depicted on the drawings. Very little room available for an EDI, and really not required for a small clarifier.

A.11 The EDI is not required.

Q.12. The specification talks about both 304 stainless steel and coated carbon steel for the wetted parts. Which is correct/preferred?

A.12 Coated carbon steel.

Q.13 The specification indicates a flocculating feedwell, but not depicted on the drawings. A flocculating feedwell requires gentle mixing of some sort.

A.13 "Flocculating" shall be deleted from specification.

Q.14. The specification and drawings depict a suction header-type clarifier mechanism. We have/can provide this design, but would like to recommend a simpler/less expensive option as a Substitute as well. I have attached a general brochure for the C.O.P. clarifier design. The COP would be perfect for this application (rapid sludge removal), and would allow less technical concrete work. I realize that we are late in the process, but it would save the agency some money. (Brochure COP Spiral Blade) The second page of the

attached brochure is actually (double wide). Depending on your viewer, you may need to drag bar (left to right) to see the entire picture

A.14 The system is a combination of both the suction header and the scraper arms.

Q.15. Attached are a general brochure, as well as specific data sheets for Fontaine's sluice, weir and channel gates. Fontaine is a leader in fabricated Stainless Steel gates of all types and sizes. Although manufactured in Canada, the majority of Fontaine's business is in the U.S. and therefore the U.S. steel requirement is not of concern, they do it all of the time. As previously stated, we have many Fontaine gates installed in West Virginia both in industrial and municipal applications. I hope that we may get to work together on this project. (5 attachments Series 25, Series 40, Fontaine-Aquanox, Series 20.)

A.15 Fontaine is an acceptable manufacturer. Specific product must meet or exceed specified product.

Q.16. Page 4, item M of the metal building specifications list the roof panel to be FM Global 4471 with fire/windstorm classification at class 1A-90. To meet this classification, the standing-seam roof would need to be 22 gauge, 24" wide with 4'-0" O.C. clip spacing -or- 24 gauge, 18" wide with 5'-0" O.C. clip spacing. Roof panel specification on page 6 list the panel to be 24 gauge and 24" wide which would make it a class 1A-60 rating. Please clarify.

A.16 The FM 1A-69 rating is acceptable.

Q.17. Is the FM Global 4471 listing just for the roof panel only or the entire building?

A.17 FM Global 4471 is for the roof panels.

Q.18. Will the standing-seam roof panel uplift rating of UL90 be acceptable to use versus the specified UL30?

A.18 The UL-30 uplift rating is the minimum for the roof panels. The UL-90 rating is acceptable.

Q.19 Can the roof insulation of R25, 8" thick single-layer on top of purlins be acceptable? Or, the best for condensation purposes would be a cavity filled system with a minimal layer on top. Please clarify.

A.19 The roof insulation values are specified in Section 133419. 2.2.N.1. Providing the insulation, the Contractor may use the prescriptive method consisting of two layers of R-13 over R-13 insulation, as noted, or they may utilize the U-Value method. Utilizing the U-Value method enables other systems, however they must be calculated and stamped by an Engineer in the State of WV.

Q.20. Please confirm the wall insulation is to be R13 batt with R5.6 continuous (rigid board).

A.20 The wall insulation values are specified in Section 133419.2.2.N.2. Providing the insulation, the Contractor may use the prescriptive method consisting of one layer of R-13 insulation plus one layer of R5.6 insulation, as noted, or they may utilize the U-Value method. Utilizing the U-Value method enables other systems, however they must be calculated and stamped by an Engineer in the State of WV.

Q.21. Page 3, item B for lateral drift deflection of 1/400 seems high for this type of building. Standard deflection for lateral drift is typically 1/60. Can the PEMB manufacturer use their standard deflection limits in lieu of the ones specified?

A.21 Standard deflection limits that meet the minimum requirements of the Building Code may be used.

Q.22 Drawing S-001 has this building being classified as a Risk Category I (low hazard to human life in the event of failure). Is this correct?

A.22 The Risk Category shall be changed to Risk Category II, with the exception of the netting support structure which shall be Risk Category I.

Q.23. What should the collateral load design be in the PEMB?

A.23 5 PSF minimum collateral load.

Q.24. Some PEMB manufacturers provide galvanized jambs, girts and purlins as a standard. In this case, will this still need to be top-coated if they are galvanized?

A.24 The steel must be painted.

Q.25. Who is responsible for the top-coat on the primary steel for the PEMB? Can the primary steel be hot-dipped galvanized in lieu of painted top-coat?

A.25 It is the prime bidder's responsibility to provide the project as specified.

Q.26 Will a 5'-0" wide by 3'-0" projected, 4:12 pitch gable style man door canopy be acceptable to use in lieu of a flat roof/hanger rod style canopy?

A.26 No.

Q.27 Does the standing-seam roof need to have a painted exterior finish or will a galvalume finish be acceptable to save on cost?

A.27 The specified finish must be provided.

Cast-in-Place Concrete

Q.28 Can specification section 071616 for Crystalline Waterproofing be provided, and where is this to be used?

A.28 Crystalline waterproofing shall be used for the treatment building foundation, the clarifier, the sludge holding tank, and the weir box.

Q.29. Specification section 033130 calls for "Shrinkage Reducing Admixtures" and "Macrosynthetic Fibers" where are these to be used?

A.29 These are not required.

The following items need to be addressed on Bowden Fish Hatchery WV bidding 6/11/20:

Section 400571 Telescoping Decant / Sludge Valves and Applicable Drawings D-103, D-500, Y-010, and Y014

Q.30 Please provide quantity and size of telescoping valves. The spec does not provide this information. Plan Sheet D-103 shows three (3) telescoping valves in the Sludge Storage Tank, two (2) 6" (one (1) of which is piped to the 4" clarifier sludge scraper line and one (1) of which is piped to the 6" sludge suction line) and one (1) 6" piped to a 6' diameter manhole. Plan sheet D-103 references Detail 2 on Sheet D-500 however there are no telescoping valves shown on Sheet D-500. Finally, Sheets Y-010 and Y-014 show electrical controls for the sludge hopper and suction arm telescoping valves but do not show anything for the manhole telescoping valve, suggesting only two (2) telescoping valves are required on this project.

A.30 Will be clarified by addendum.

Q.31. Please provide a sectional elevation view of the required telescoping valves which currently is not shown anywhere on the plans. This is needed to determine the mounting requirements of the valve stand to the wall/platform as well as the length of the connecting components between the valve stand and the slip tube.

A.31 Will be clarified by addendum.

Section 46-43-22 Circular Clarifier and Applicable Drawings D-103, D-06-100, S-06-100, and S-06-101

Q.32. Bridge or pier supported? The plan sheets show a bridge supported clarifier which is appropriate for this 25' diameter tank. The spec is generally written for a pier supported clarifier including parts that are not applicable to a bridge supported clarifier, including a center column, drive cage, internal spur gear drive, and an EDI well which should be deleted from the spec and new bridge supported clarifier components should be added including a torque tube and worm gear drive. Walker would be happy to assist in developing spec language for the correct items.

A.32 Will be clarified by addendum.

Q.33. Is a skimmer and scum trough required? The spec mentions a skimmer and scum trough a few times in the general language in the spec but gives no detailed description of the type of skimmer and scum trough desired. The spec also includes a scum baffle which is only required with a skimmer. Plan Sheets D-06-100 and S-06-101 show a skimmer and scum trough in the plan view but not in the section view. Several plan sheets show scum baffles. None of the plan sheets appear to show the piping necessary for scum removal. If a scum trough and skimmer are required, they should be added to the spec, the plans, and piping added to the plans as well. If skimming is not required, all references to a scum trough, skimmer, and scum baffles should be deleted from the spec and the plans.

A.33 Will be clarified by addendum.

Q.34. What type of sludge removal is desired for the arm opposite the suction header? Plan sheets D-06-100 and S-06-101 show a suction header on one side and standard plows on the other. The spec calls for a suction header on one side per ¶2.4.D but a spiral blades on the other side per ¶2.4.G.

A.34 Will be clarified by addendum.

Q.35. ISO-9001 Specified. Walker has not sought this certification because we feel this expensive certification is not applicable to clarifiers and is no indication of providing quality equipment like the 70+ years Walker has been supplying clarifiers. Walker recommends this requirement be deleted from the spec or at least allowing the named clarifier manufacturers be allowed to provide their internal quality control program in lieu of ISO-9001.

A.35 Will be clarified by addendum.

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SECTION 464322 - CIRCULAR CLARIFIER

PART 1 - GENERAL

1.1 SUMMARY

- A. The Contractor shall provide complete Clarifier including motors and controls all supplied by the clarifier manufacturer as described in this specification and as shown on the Drawings. The Contractor shall have the Manufacturer verify system installation, component startup and operational training of Contractor and Owner's personnel.
- B. Base Bid:
1. Contractor provide:
 - a. Such items as wiring of motor or other field connections, inlet pipe support, effluent weirs, troughs, and supports, tools, general piping, field paint and final painting, field erection, and field testing shall be provided by the Contractor. The clarifier equipment and control panel shall be from one manufacturer.
 - b. Design, fabrication and erection of a flat panel cover designed and fabricated with all accessories.

1.2 RELATED REQUIREMENTS

- A. Specified Elsewhere:
1. General Conditions of the Contract for Construction AIA Document (A201-2017) and WV Supplementary Conditions to AIA Document (A201-2017).
 2. Division 01 - General Requirements.
 3. Section 016103 - Equipment - Basic Requirements
 4. Division 09 - Finishes.
 5. Division 26 - Electrical.
 6. Section 432100 - Pumping Equipment - Basic Requirements.

1.3 QUALITY ASSURANCE

- A. The Contractor shall be fully State of West Virginia licensed and certified to complete all the work required in this specification section and as shown on the Drawings.
- B. The equipment manufacturer must have at least five (5) years of continuous experience in manufacturing the type of clarifier described herein.
- C. The Clarifier Equipment Manufacturer shall submit a list of five (5) clarifier installation projects, similar in size and features, which have been in service and operating satisfactorily for a minimum of five (5) years. The list shall include:
1. Owner's name.
 2. Contact person's name, address and phone number.

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3. Project location.
 4. Number and size of clarifiers installed.
 5. Project completion date.
- D. The equipment installer must have at least five (5) years of continuous experience in installing the type of clarifier described herein.
- E. The Clarifier Equipment Installer shall submit a list of five (5) clarifier installation projects, similar in size and features, which have been in service and operating satisfactorily for a minimum of five (5) years. The list shall include:
1. Owner's name.
 2. Contact person's name, address and phone number.
 3. Project location.
 4. Number and size of clarifiers installed.
 5. Project completion date.
- F.

1.4 REFERENCES

A. State Code Requirements:

1. The applicable building codes.

B. Standards:

1. AGMA: (American Gear Manufacturers Association) Standards, latest edition
2. ANSI/AWWA D100-96: Welded Steel Tanks for Water Storage.
3. ASTM A36: Standard Specification for Carbon Structural Steel
4. ASTM A53/A53M-01: Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-coated, Welded and Seamless
5. ASTM A123: Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
6. ASTM A153: Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
7. ASTM A570: Standard Specification for Steel, Sheet and Strip, Carbon, Hot-Rolled, Structural Quality
8. AISC: Allowable Stress Design, latest revision
9. AWS D1.1: Steel Welding Code
10. Aluminum Association: SAS 30, Specifications for Aluminum Structures
11. American Society for Testing and Materials:
 - a. B209: Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - b. B221: Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes & Tubes.
 - c. C509: Standard Specification for Elastomeric Cellular Preformed Gasket and Sealing Material.
 - d. F593: Standard Specification for Stainless Steel Bolts, Hex Cap Screws and Studs.
 - e. F594: Standard Specification for Stainless Steel Nuts.

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12. American Welding Society: D1.2, Structural Welding Code - Aluminum.

1.5 SUBMITTALS

A. Product Data and Shop Drawings:

1. Submit product literature and shop drawings. Shop drawings to show entire Clarifier structure (sealed by a professional engineer licensed in the state of the construction project: typical structural, coating and material specifications) and all component parts and accessories.
2. Provide shop drawings and product data for all electrical equipment, including but not limited to motors, motor starters, timers, operators, terminals, cabinets, overload device and controller. Submit a complete set of systems wiring diagrams showing all wire numbers and field connections.

B. Operation and Maintenance Manuals. The Contractor shall obtain from the Clarifier Equipment Manufacturer written instructions defining clarifier operation for the expected range of field conditions for this project. This manual shall cover, in addition to general operating procedures, the operation, maintenance and servicing procedures of the major components provided with the clarifier, as well as all test procedures and test results. The manual shall include a complete list of recommended spare parts.

C. Calculations documenting the AGMA rating of the drive unit and life of the main bearing prepared and signed by a registered professional engineer.

D. Complete hydraulic calculations prepared and signed by a registered professional engineer. Calculations shall verify uniform sludge withdrawal over the tank bottom for the flow conditions stated in these specifications. Data at each orifice shall include orifice diameter, spacing, head loss, flow, and velocity in the header. Calculations shall be based on hydraulic data from full-scale tests. Test data shall verify the choice of orifice and head loss coefficients along the suction header. Complete test data shall be available for inspection by the Owner's Representative.

E. Clarifier Equipment Manufacturer shall provide complete and detailed Installation Instructions to the Contractor.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver all products in manufacturer's original containers, with seals unbroken, and labels, product and manufacturer's names intact and legible.**
- B. Store all products in a manner to prevent damage, in a secure place, out of the way of construction operations. Provide protection until ready for use.**
- C. Handle in accord with manufacturer's recommendations.**
- D. Tank materials shall not be delivered to the site sooner than four (4) months prior to the approved date for installation.**

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1.7 WARRANTY

- A. The flat panel cover system(s) shall be warranted for a period of one (1) year from the date of erection, not to exceed 18 months from the date of shipment against defective materials and workmanship.

PART 2 - PRODUCTS

2.1 GENERAL

- A. The Contractor shall provide a complete clarifier treatment system as described herein. It shall include, but is not limited to: clarifier and controls.
- B. The Clarifier System shall be complete with influent pipe, electric drive motor, drive mechanism with overload device, electric control panel, influent baffle, drive shaft, rotating scraper-type sludge collecting arm, rotating suction-type sludge collecting arm, scum baffle, perimeter weir, walkway, railing, all related anchor bolts/supports, and all other appurtances required or shown on the drawings.
- C. The clarifier mechanism shall be of the center drive type, mounted on a walkway which spans the tank and bears on the wall at each end. Flow shall enter the center feedwell through an influent feed pipe. The clarifier shall be designed to remove settled sludge from the bottom of the tank.
- D. Design Criteria:
1. The 25' ID x 8' wet sidewall depth clarifier is to intermittently receive 200 gpm of water with a total suspended solids concentration of 600 mg/l that is backwash from a drumfilter with 40 micron media receiving effluent from a state owned hatchery rearing trout for stocking in local public waters for sport fishing. Water temperature varies from 35 to 70 degrees. The water will contain uneaten pelletized fish food, fish scales, metabolic fish waste (including solid and dissolved phosphorous) and suspended solids from a stream water source that has an intake screen with 1/4 inch openings. Some of the water will be potable, unchlorinated well water. Sludge will be removed intermittently from the clarifier per a telescoping valve located in the sludge holding tank. One telescoping valve for the suction header and one for the scraper arm hopper.

2.2 CLARIFIER & CONTROLS MANUFACTURERS

- A. Westech
- B. Monroe
- C. Walker
- D. Kusters

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2.3 CLARIFIER AND TANKAGE

A. Influent Pipe:

1. A Schedule 40 steel influent pipe with factory epoxy coating and corrosion resistant anti-sway supports shall be provided as indicated on Drawings.
2. The pipe shall enter the side of the tank and shall direct the flow into the influent well.
3. A diffuser plate shall be fabricated and attached as shown on the Drawings

B. Drive Mechanism

1. Physical Characteristics:

- a. The drive unit shall consist of a solid external main spur gear, bearing turntable, pinion, secondary speed reducer, support base, and drive unit bearing.
- b. The drive shall be mounted on the walkway and support the entire rotating load of the mechanism.
- c. The main external gear shall be forged of alloy hardened steel. The pinion shall be heat treated alloy steel.
- d. All speed reducers shall be fully enclosed and running in grease.
- e. Support base for the drive shall be of welded steel to assure rigidity.
- f. Cast iron main drive housings are not acceptable due to their potential for cracks and leakage.
- g. Lubricant and dust shields shall be provided.
- h. The drive bearing shall include a forged steel precision gear/bearing set, with fully contoured raceways hardened to a minimum 58-60 Rc and protected by a neoprene seal. Strip liners designed for periodic maintenance and replacement shall not be acceptable.
- i. The main gear to pinion gear mesh shall be grease lubricated. Lubrication fittings shall be readily accessible.
- j. Continuous condensate drains shall be provided in the main gear housing.
- k. Oil lubricated drives, or drive units that require large lubricant cavities requiring periodic condensate draining are not acceptable.

2. Drive Unit Design Parameters:

- a. The drive unit shall be designed for a rated torque of 10,000 foot-pounds. It shall turn the mechanism at the design collector tip speed.
- b. The drive main bearing shall be designed for the total rotating mechanism loads with a minimum L-10 life of 100 years or 876,000 hours.
- c. The drive unit shall be capable of producing and withstanding the momentary peak torque while starting.
- d. The drive main gear shall be designed to a minimum AGMA 6 rating when rated in accordance with the latest AGMA standard.
- e. Gear teeth shall be designed for proper load distribution and sharing. Stub tooth design and surface hardening of the main gear shall not be allowed.
- f. The main bearing shall be capable of withstanding the overturning moment without the aid of any underwater guides or bearings to ensure correct tooth contact for AGMA rating of the main gear.
- g. All spur gearing shall be designed to the latest AGMA spur gear standard for strength and surface durability, based on a life of 175,000 hours. The design

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- running torque rating of the drive gearing shall be based on the smaller of the strength and durability values determined from the above AGMA standard.
- h. To ensure safety and ease of maintenance, all components of the drive shall be direct coupled.
 - i. No overhung pinions shall be allowed on the speed reducing unit. The lower pinion bearing shall not be located below the turntable base.
 - j. Any and all welding on the drive unit shall be done using E70XX weld rod.
3. Turntable:
- a. The turntable base shall have an annular bearing raceway upon which the rotating assembly rests. It shall have a maximum allowable deflection in accordance with the bearing specifications.
 - b. The allowable modulus of elasticity shall be a minimum of 29×10^6 psi.
 - c. The center shaft shall be fastened to and supported from the gear hub.
 - d. Ball bearings shall be of high carbon chrome alloy 52100 steel running in fully contoured races, as part of a precision gear/bearing set. The balls shall be grease lubricated and protected by elastomer seals. Felt seals that allow the entrance of moisture from outside the drive (i.e., rain water, condensate, etc.) will not be allowed.
4. Speed Reducing Unit:
- a. The speed reducing unit shall consist of cycloidal, helical, or planetary speed reducers directly connected to a motor without the use of chains or v-belts, and shall be keyed to the pinion.
 - b. The main ring gear of cycloidal drives shall be made of high carbon chromium bearing steel and be fixed to the drive casing. An eccentric bearing on the high speed shaft shall roll cycloidal discs of the same material around the internal circumference of this main ring gear. The lobes of the cycloid disc shall engage successively with pins in the fixed ring gear. The movement of the cycloid discs shall be transmitted then by pins to the low speed shaft. Speed reducer efficiency shall be a minimum of 90% per reduction stage.
 - c. Speed reducer helical or planetary gearing shall be manufactured to AGMA standards and shall provide at least 95% power transmission efficiency per stage.
 - d. The speed reducer shall have a minimum service factor of 1.25 based on the output torque rating of the drive.
 - e. The reducers shall be fitted with radial and thrust bearings of proper size for all mechanism loads and be grease lubricated.
 - f. As a safety feature, the speed reducer shall be back drivable to release any stored energy as the result of an over torque condition.
5. Motor:
- a. The primary unit shall have an integral NEMA C face, $\frac{3}{4}$ horsepower motor and suitable for operation on 480 volt, 3 phase, and 60-Hertz current. The motor shall be squirrel cage, induction type, TEFC, ball bearing heavy duty unit of ample power for starting and operating the mechanism without overload, with a minimum service factor of 1.15.
6. Overload Protection:

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- a. An overload protection system shall be provided to protect the motor should the drive become overloaded.
- b. An overload device shall be provided in a stainless steel, weatherproof enclosure.
- c. The device shall be actuated by torque generated from the main drive, which shall operate two independently adjustable switches (the alarm switch at 100 percent of design running torque and the motor cutout switch at 120 percent of design running torque).
- d. Devices that require the worm to float and measure the thrust of the worm gear shall not be acceptable.
- e. These two switches shall be factory adjusted to accurately calibrate the alarm torque value and the overload position. A visual torque indicator shall be provided and oriented so that it may be read from the walkway. It shall be calibrated from 0 to 160 percent of design running torque.

7. Provide the exterior electric control panel where shown on Drawings.

C. Drive Shaft

1. The structural steel drive shaft shall be supported by and rotated by the output shaft of secondary reducer of the drive mechanism.
2. The drive shaft shall be furnished in one piece.
3. The rotating components shall be pier supported.

D. Influent Baffle / Feed Well

1. A rotating influent baffle of ¼" thick steel plate shall be supported by the drive shaft.
2. The baffle shall have stiffening members as required and shall be provided with a baffled port opening at the water surface to direct any floating material out of the well.

E. Suction Sludge Collecting Arm & Manifold

1. The mechanism shall include a suction header arm attached to a manifold at the lower end of the drive shaft. The header, of rectangular-shaped full tapered cross section, shall vary in size from a maximum near the tank center to a minimum at the outer end to provide uniform sludge draw-off velocities throughout and shall be fabricated of ¼" minimum thick steel plate. The header shall be sized for a minimum flow velocity of 0.5 fps, and hot-dip galvanized after fabrication.
2. The longitudinal cross sectional axis of the header shall be mounted at an angle of 45 degrees with the tank bottom to provide a peaked top. The leading edge of the header shall extend downward 2" to provide a flooding vane as an integral part of the header and to direct the sludge into the area of influence of the orifices. At the inner end of the headers, a flange shall be provided for bolting to the center outlet manifold. The header shall have a scraper of ¼" steel plate with a neoprene blade to clean the tank bottom around the manifold directing the sludge to the first orifice.
3. At regular intervals, not to exceed 30", inlet orifices varying in size from a minimum diameter near the tank center to a maximum diameter at the outer end, shall be accurately located in the header. The maximum orifice size shall be 3" diameter. The design of each orifice shall be proportionate to the volume of sludge withdrawn and the design of the orifices and header shall be such as to insure

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hydraulic balance in the tank and uniform sludge withdrawal from the entire tank bottom.

4. The header shall be supported both vertically and horizontally by adjustable steel tie rods connected to the shaft and to the lateral braces extending from the manifold.
5. Manifold: There shall be a sludge manifold attached to the bottom of the rotating shaft at the center of the tank, designed for the transfer of the sludge from the header to the outlet pipe. The manifold shall be constructed of 3/8" minimum steel plate and fitted with a sealing ring at a bottom guide ring on the tank floor.
6. A circular bottom guide ring shall be securely anchored to the concrete floor in the center of the tank and grouted in place after proper leveling and aligning.

F. Sludge Scraper Arm

1. The scraper sludge collection arm shall be equipped with scraper blades.
2. The blades shall be positioned to scrape settled sludge from the tank bottom to a sludge well located at the center of the basin.
3. The scraper arm shall be rigidly connected to the drive shaft.
4. The arms shall be constructed of square structural tubing, with adjustable tie rods for support.
5. All structural members shall have a minimum thickness of 1/4"
6. The scraper blades shall be spaced so that the entire tank bottom is scraped once for each revolution of the mechanism.
7. Adjustable squeegees of solid-woven PVC belting shall be provided for all blades.

G. Support Bridge and Access Walkway

1. An all-welded truss-type or beam structural steel support bridge shall span the entire tank.
2. The bridge shall be capable of supporting a live load of 200 pounds per linear foot, in addition to the dead load including momentary peak torque, with a deflection not exceeding 1/360th of the span.
3. A 3' wide access walkway, with galvanized steel grating shall extend from one side of the tank to the tank center. The walkway shall be diagonally braced against lateral movement.
4. A 42" high handrail and midrail shall be provided for both sides of the walkway. Kickplates (1/4" x 4") shall be installed on both sides.
5. Stainless steel bearing plates, UHMW-PE slide plates, and anchor bolts for the wall supports shall be provided by the equipment supplier and installed by the Contractor. Bearing plate dimensions and anchor bolt diameter, length, quantity, and arrangement shall be per the equipment supplier. Contractor shall block out or otherwise modify the tank or support structure to accommodate walkway and supports, if required.

H. Center Drive Platform:

1. A center drive platform shall be provided which allows 24" clearance outside the center drive components.
2. It shall consist of 1/4" aluminum checkered plate with necessary stiffeners and supports.
3. The entire platform shall be surrounded by handrails 42" high of double-row 1-1/2" diameter horizontal aluminum pipe with 1/4" x 4" high kickplates.

I. Drive Shaft:

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1. A rotating steel drive shaft of $\frac{1}{4}$ " minimum wall thickness shall be provided. The shaft shall be suspended vertically from and receive its rotational power from the center drive unit mounted on the operating platform. The shaft shall extend down to the sludge manifold. The lower end of the shaft shall be connected by a flanged fitting to the top of the sludge manifold.
2. The rotating shaft shall have adequate structural strength to support the entire rotating mechanism, including rake arm, suction header(s), sludge manifold, scum scraper and support, and feedwall. Design shall accommodate dead load plus live load and torque with an adequate factor of safety to eliminate deflection or vibration.

J. Anchor Bolts and Fasteners

1. All anchor bolts and fasteners shall be furnished by the Equipment Manufacturer, shall be of ample size and strength for the intended function, and made of type 304 stainless steel.
2. Anchor bolts for the tank shall be furnished by the Tank Manufacturer, and shall be stainless steel and of ample size and strength for the intended function.

K. Factory Paint

1. All steel included in the wastewater treatment system shall be shot-blasted and painted with one coat of high-grade primer per specification section 099600, High Performance Coatings.
2. All corrosion resistant or otherwise corrosion protected surfaces shall not be painted.

L. Field Paint

1. All factory primed surfaces shall be coated by the contractor with an intermediate and finish coat compatible to the primer and as directed by specification section 099600 High Performance Coatings.

M. Auxiliary Pipes:

1. There shall be one auxiliary wall pipe or sleeve. Size and location is indicated on the Drawings.

N. Weir and Scum Baffle:

1. Provide 9" x $\frac{1}{4}$ " FRP or SS weir and 12" x $\frac{1}{4}$ " FRP or SS baffle.
2. Include supports, washers, and 304 SS cinch anchors.
3. An adjustable weir shall be provided around the periphery of the tank at the water surface for removal of clarified effluent. The weir sections shall be curved and fastened to the launder wall with special large washers, anchor bolts, and hex nuts to allow vertical adjustment.

O. Structural Steel:

1. Materials:

- a. All structural steel shall conform to the requirements of ASTM A36. Steel pipe used for structural members shall conform to ASTM A53. Steel members in contact with liquids, either continuously or intermittently, shall have a

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minimum thickness of $\frac{1}{4}$ " unless otherwise noted. All aluminum shall be type 5052, 6061, 6063, or 2014 alloy unless otherwise noted.

2. Fabrication:

- a. Shop fabrication and welding of structural members shall be in accordance with the latest edition of the "Structural Welding Code," AWS D1.1, of the American Welding Society. All welded connections shall develop the full strength of the connected elements and all joined or lapped surfaces shall be completely seal welded with a minimum 3/16" fillet weld. Intermittent welding shall not be allowed.

3. Edge Grinding:

- a. Sharp projections of cut or sheared edges of ferrous metals shall be ground to readiness by multiple passes of a power grinder as required to ensure satisfactory coating adhesion.

4. Structural Design:

- a. The ratio of unbraced length to least radius of gyration (slenderness ratio) shall not exceed the values listed in the AISC manual. For angles, the radius of gyration shall be taken about the Z-Z axis. In addition, all structural members and connections shall be designed so that the unit stresses will not exceed AISC allowable stresses by more than one-third when subject to loading of the peak torque. All steel design shall be in accordance with the AISC Manual of Steel Construction, latest edition.

2.4 CLARIFIER CONTROLS

A. Overload Monitoring and Protection System

1. The overload monitoring and protection device shall be actuated by torque generated from the main drive, which shall operate two independently adjustable switches.
2. Provide normally open contacts which close at 100 PCT of the design running torque for alarm activation.
3. Provide normally closed contacts which open at 120 PCT of the design running torque for motor shutdown.
4. Provide normally closed contacts which open at 140 PCT of the design running torque for motor shutdown (as a back-up).
5. Switches shall be factory adjusted to accurately calibrate the alarm torque value and the overload position. Switches shall also be field adjustable.
6. Provide visual torque indicating device suitable for outdoor mounting calibrated from 0 to 160 PCT of the design running torque to indicate load during operation.
7. Overload system enclosure constructed to meet NEMA 4X.

B. Clarifier Control Panel (LCP-251):

1. Each clarifier mechanism shall be provided with a control panel that allows control from the center drive mechanism location.
2. Furnish and install locally mounted control panel at location shown on Drawings.

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3. Provide combination magnetic motor starter(s) with Motor Circuit Protector (MCP) type circuit breaker, NEMA full size contactor with three overload relays and control power transformer (CPT) with two fuses on the primary side and one fuse on the secondary side, for 24 VAC control circuits.
4. Design and fabrication:
 - a. Stainless steel enclosure with NEMA 4X rating:
 - 1) Continuous seam welded.
 - 2) Single front door with continuous hinge, neoprene gasket.
 - 3) Mechanism designed for securing enclosure with padlock.
 - 4) Mounted on a support frame, pedestal mounting.
 - 5) Inner door in cabinet-mounted on a continuous vertical steel hinge; size to completely cover wiring and components mounted on the back panel; provide for mounting of controls and instruments on inner door.
 - b. Incoming power: 480 VAC, 3-phase.
 - 1) Main circuit breaker with external circuit breaker operating handle.
 - 2) Handle shall include locking tabs that prevent the door from being opened with the breaker in the ON position.
 - 3) Transient Voltage Surge Suppression (TVSS):
 - a) UL 1449 listed.
 - c. Terminal strip for connections to Hatchery Control System.
 - d. Timers, actuator height control and contacts for hopper and suction telescoping valve actuators.
 - e. Operator controls and indicators located on panel exterior:
 - 1) E-STOP mushroom-type pushbutton that will stop the mechanism when activated.
 - f. Operator controls and indicators located on panel interior swing-out door:
 - 1) Collector Drive:
 - a) HAND/OFF/AUTO selector switch:
 - (1) In HAND, mechanism shall operate unless prevented by overload protection system.
 - (2) In AUTO, the mechanism shall be timer controlled as described below.
 - b) E-STOP mushroom-type pushbutton that will stop the mechanism when activated.
 - c) Initial alarm high torque overload indicating light.
 - d) Shutdown high torque overload indicating light.
 - e) RUNNING light, green lens.
 - f) OFF light, red lens.
 - g) Elapsed Time Meter.
 - h) Timer interface.
 - 2) Sludge hopper telescoping valve:

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- a) OPEN/CLOSE/AUTO selector switch:
 - (1) In OPEN, the valve shall open to the position as set at the controller.
 - (2) In AUTO, the valve shall be timer and position controlled as described below.

- 3) Sludge suction arm telescoping valve:
 - a) OPEN/CLOSE/AUTO selector switch:
 - (1) In OPEN, the valve shall open to the position as set at the controller.
 - (2) In AUTO, the valve shall be timer and position controlled as described below.
 - 4) Initiate cycle pushbutton.
 - 5) Control power ON light, white lens.
 - 6) Alarm RESET pushbutton.
 - 7) Indicator lights shall be provided showing each motor status, time delays, and indicator for each alarm condition. A reset button shall be provided to reset alarm conditions.

- g. Pilot devices:
 - 1) Heavy-duty type.
 - 2) Oil tight, NEMA 4X rating.
 - 3) Mounting hole: 30.5mm.
 - 4) Knob type operators.
 - 5) Push-to-test pilot lights, lens color as indicated.
 - 6) Legend plates:
 - a) Laminated, phenolic plastic with white field and black letters.
 - b) Size: 2 IN x 2 IN.

- h. Automatic Controls:
 - 1) In the automatic mode, a timer shall be provided to stop and start the process. The timer shall be a 24-hour timer allowing 1 to 48 ON-OFF operations per day, with 15 minute switching changes. Timer shall also allow automatic skipping of zero to six chosen days of the week.
 - 2) There shall be calibrated timers for control of the telescoping valve actuators and drive motor in automatic mode. Timers shall be adjustable by the Owner without special tools or programming codes. Timers shall be adjustable from at least zero to 180 minutes. Timers shall be visibly time out/count down. Provide and label timers for:
 - a) Run drive motor zero to 360 minutes.
 - b) Delay start of hopper actuator.
 - c) Run hopper actuator.
 - d) Delay start of vacuum actuator.
 - e) Run vacuum actuator.

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- 3) During automatic process, controller shall allow both telescoping valves to open, either telescoping valve to open and both to remain in closed position. Controller shall allow drive motor to be run continuously in hand position while valves remain in automatic.
 - 4) Provide actuated telescoping valve height control. The controller shall allow input of percent open of each actuated telescoping valve. The timer listed above will open the telescoping valve to this position for the set amount of time. The actuators for the telescoping valves are modulating type with 4-20ma analog position command signal and 4-20ma analog position feedback.
 - 5) There shall be an external push button with indicator light for manual initiation of automatic operation that overrides the 24-hour timer for the duration of one automatic process defined as the timing out of all timers.
 - i. Transient Voltage Surge Suppression (TVSS):
 - 1) UL 1449 listed.
 - 2) Maximum lead length 6 IN.
 - j. Condensation protection shall be provided with a space heater.
 - k. Moisture detector alarm light and pump shutdown.
 - l. Motor over-temperature alarm light and pump shutdown.
 - m. 100 watt utility light outlet.
 - n. Power ON control relay.
5. Hatchery Control System interface requirements:
- a. Each discrete interface point shall be in the form of a form-C, dry, relay contact wired to terminal blocks.
 - b. The following is a list of interface points required between the Local Control Panel and the Hatchery Control System.
 - 1) RUNNING status (for future use).
 - 2) General Fault shall consist of the following:
 - a) Drive motor over-torque alarm.
 - b) Loss of incoming power.
6. Fabrication Requirements:
- a. All internal wiring shall be neat and color coded. Each wire shall be labeled at both ends with a heat-shrinkable wire label. All incoming wires shall terminate into a box clamp type terminal block. All control wires shall be 14 Ga. Type TEW, tinned copper, rated for 105 DegC.
 - b. A schematic diagram (showing wire color) shall be permanently fastened to the inside of the enclosure. An Installation and Service Manual shall also be included with each control panel.
 - c. Apply corrosion inhibitors inside the panel after fabrication and prior to shipment to the jobsite. Inhibitor shall consist of agents that vaporize and then condenses on all internal surfaces of the enclosure.
 - d. Panel shall be factory wired and tested.
 - e. The control panel shall be UL listed as an assembly.

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7. See Electrical Design for electrical requirements.

PART 3 - EXECUTION

3.1 GENERAL

- A. Contractor shall install the clarifier per the Equipment Manufacturer's written instructions and the project Drawings. The clarifier shall be installed properly to provide a complete working system.
- B. The Contractor will provide all required supports and anchoring required to install the clarifier components.
- C. The plumbing and electrical connections shall be provided as detailed on the Drawings and Specifications.
- D. The Equipment Manufacturer will provide adequate crating and protection of the clarifier components for shipment to the project site.
- E. Installation instructions will be provided that specifically outline installation of this clarifier and sludge storage system.

3.2 SHOP ASSEMBLY AND INSPECTION

- A. The equipment specified herein shall be factory assembled as far as practical to verify that all mating parts can be field assembled. All mating parts shall be trial fit and match-marked. The manufacturer shall submit certification to shop trial assembly and photographs of assembly before shipment. The customer and installing contractor shall be given the opportunity to witness the shop assembly.
- B. Shop inspection shall be performed by a qualified inspector and certified by the manufacturer. The inspection shall be documented and all deficiencies noted, corrected, re-inspected and final completion formally authorized. Final shipment authorization shall be by the manufacturer to ensure completion of all fabrication, assembly, and inspection requirements. Inspection records and evidence of inspector qualification shall be submitted to the Owner upon request.

3.3 PREPARATION

- A. Examine the area and conditions under which work will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.4 FIELD TESTING

A. Torque Tests:

- 1. The entire sludge collector mechanism shall be statically load tested by individually loading each clarifier arm with 150 percent of the specified design

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running torque. The test shall verify the torque overload control device settings for alarm and motor cutout. Each arm shall be individually anchored and the load measured to demonstrate the arms', shafts and drive unit's ability to withstand the specified torque. Sketches and calculations shall be submitted illustrating how the torque will be applied prior to the test taking place.

B. Operation Tests:

1. The mechanism shall be operated in a dry tank for a minimum of four (4) continuous hours before flow is allowed to enter the system. There shall be no binding, jerky, or unusual motion exhibited during this run in period. Motor amperage shall be checked at least hourly for any unusual or higher than normal figures. After the unit has successfully passed this initial test, flow shall be introduced into the tank and the same 4 hour observation test run. If the unit should fail under any of these conditions, the test shall be halted and the problem corrected. If, after several attempts, the unit does not successfully pass the field test, the faulty portion of the equipment shall be repaired or replaced and the test re-run.

3.5 ADJUSTING AND CLEANING

- A. Wash thoroughly using clean water. Do not use chemicals or harsh abrasives.
- B. Upon completion of the work, remove all surplus materials, packaging, rubbish and debris from the site.
- C. Remove and spread surplus excavated material to an approved on-site location.
- D. Leave entire job site clean and raked, ready to receive landscaping.

3.6 FIELD QUALITY CONTROL

- A. Do not allow or cause any of the work of this section to be covered up or enclosed until after it has been inspected and tested and approved by the Owner's Representative.
- B. Prior to testing pipes for leakage, backfill the trench to at least the lower half of the pipe.
- C. Prior to backfilling, the tank shall be filled with water to overflow level to check water tightness. All leaks shall be repaired by the Tank Installer and Contractor in accordance with the manufacturer's recommendations. Placement of backfill shall occur only after tank installation approval by the Owner's Representative.
- D. Coordinate acquisition of test water and disposal of test water with the Hatchery Manager.
- E. Tests: Contractor to provide all material, equipment and labor required.
- F. Manufacturer's Field Services - After the Contractor confirms that equipment has been installed and operating, the Contractor shall arrange to have a factory-authorized field technician to the project site for the purpose of confirming installation of the equipment and initial equipment start-up/calibration and troubleshooting. See also Section 01440.

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1. Confirm that all equipment connections are properly made.
2. Check that equipment operates within manufacturer's tolerances.
3. Confirm that components are fully operational.
4. Contractor to provide a written report outlining who was present and a brief summary of work completed.

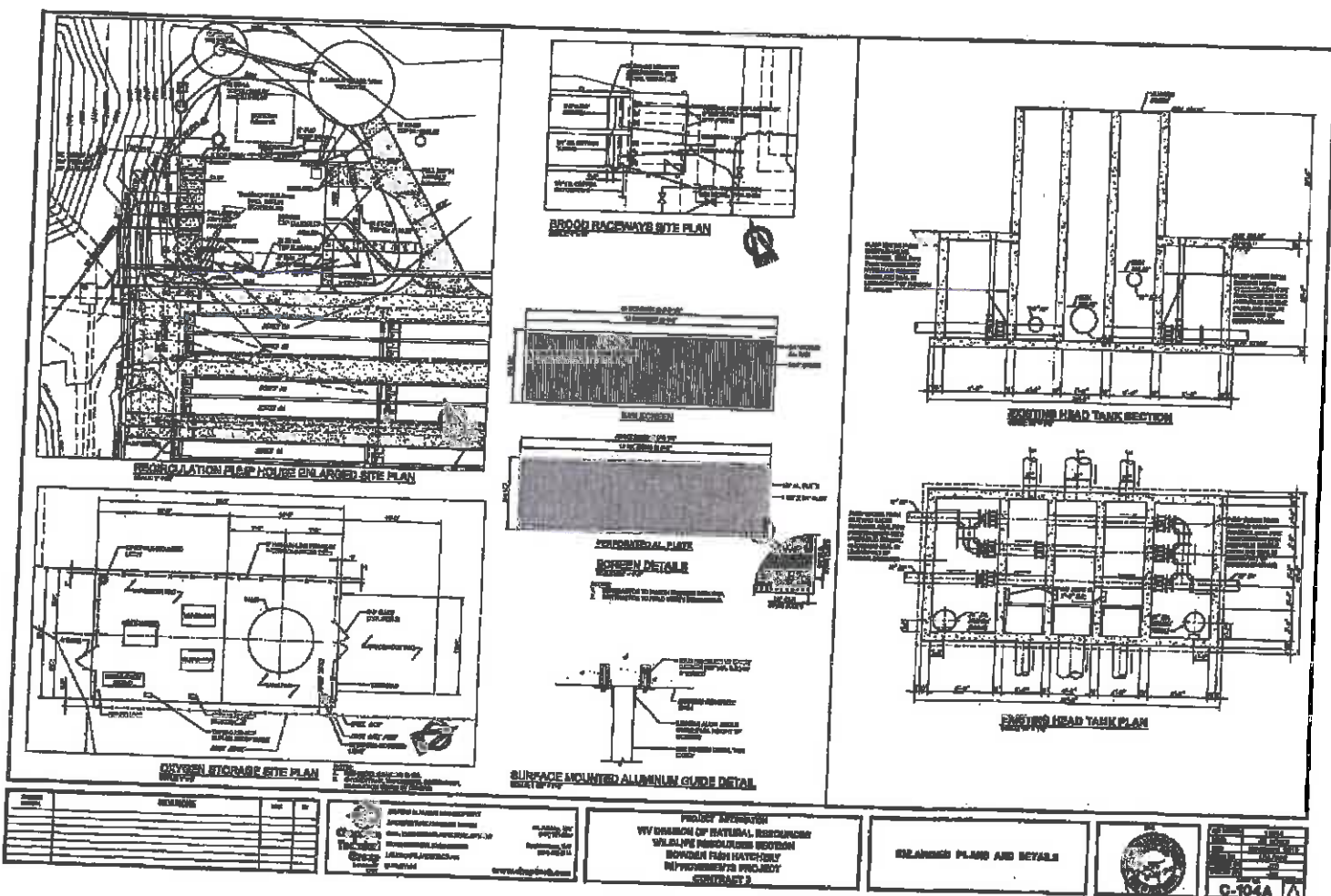
3.7 COMPONENT AND SYSTEM VERIFICATION

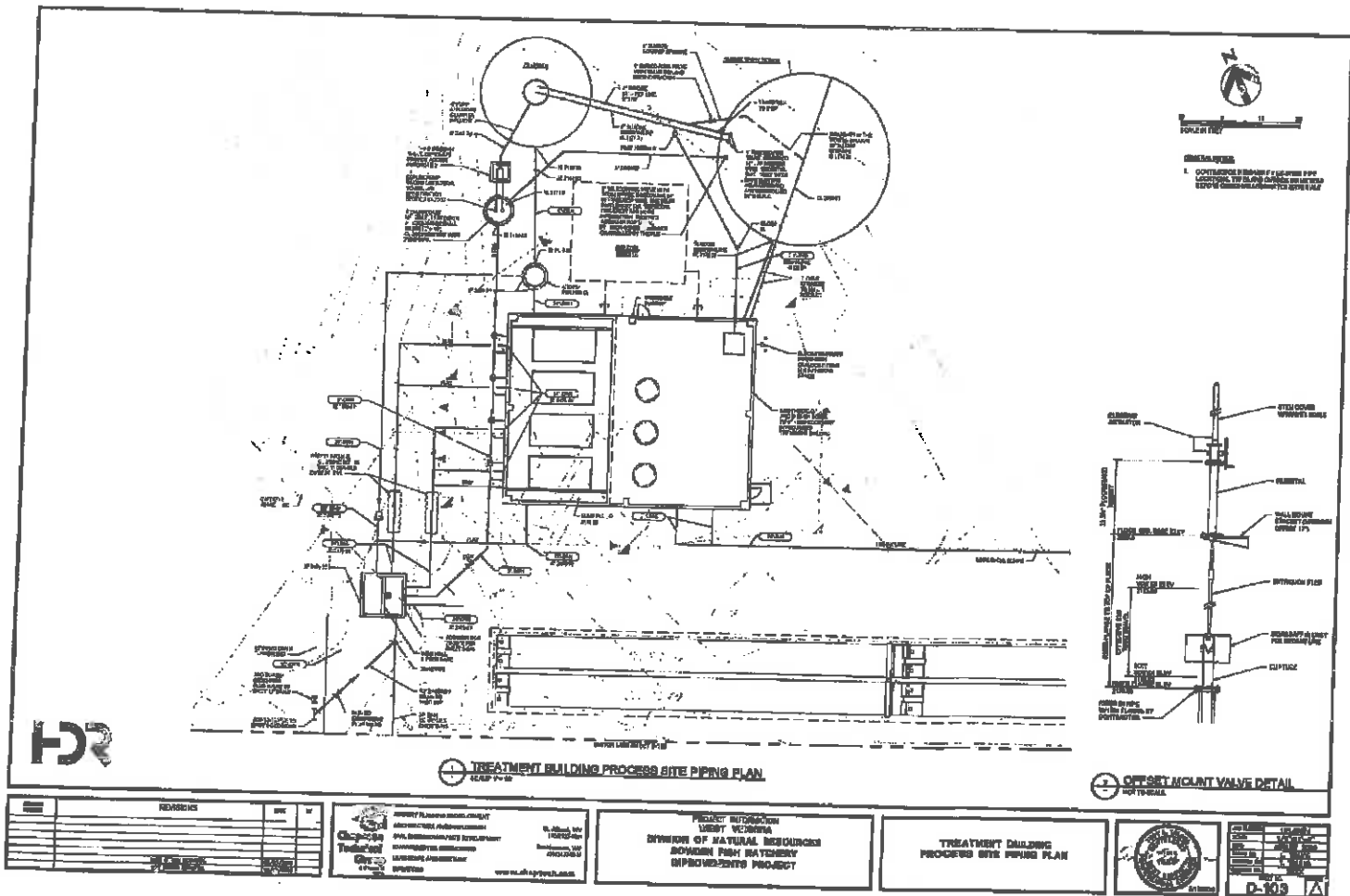
- A. Provide Component and System Verification as outlined in Section 01440
- B. The Contractor shall arrange to have a clarifier factory-authorized field technician for a period of 8 hours and a pump factory authorized field technician for a period of 4 hours during the testing of the project for the purpose of verification of installation of the equipment and initial equipment start-up and troubleshooting. The Contractor shall provide at least 15 days prior notification to the Equipment Manufacturer to schedule this start-up test.

3.8 DEMONSTRATION AND TRAINING

- A. A qualified supplier representative shall provide the Owner with on-site training in the operation and maintenance of the equipment. Some of the training shall be hands-on and while water is flowing. The Contractor shall make the arrangements and coordinate scheduling with the Owner.
- B. This trip shall be separate from the trip related to Field Quality Control.
- C. Owner Training will occur after the System Verification has been completed and prior to Final
- D. Inspection to ensure that all components and systems are fully functional.
- E. Nine months after final acceptance of the equipment a factory-authorized field technician will make a follow-up site visit for a period of eight (8) working hours to the project site for the purpose of inspection of the equipment and training the facility personnel on proper operation and maintenance procedures.

END OF SECTION 464322





ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Alvarez Contractors, Inc.
Company

Gary Walbran, VP
Authorized Signature

6/11/2020
Date

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



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: 697731

Doc Description: Addendum No.03- Bowden Hatchery Facilities Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-08-04	2020-06-11 13:30:00	CRFQ 0310 DNR2000000009	4

REQUIRED RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Alvarez Contractors, Inc.
 PO Box 94
 Spring Dale, WV 25986
 (304) 484-7754

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2598
 guy.l.nisbet@wv.gov

Signature X

Gary Wallen

FEIN # 52 132 9431

DATE 6/11/2020

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

Addendum

Addendum No.03, issued to publish and distribute the attached information to the vendor community.

**Central Request for Quotation
(Construction Services - Bowden State Fish Hatchery #3 Improvement Project)**

In accordance with WV Code 5A-3 and WV Code 5-22, The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The WV. Division of Natural Resources (WV DNR) to establish a one-time construction contract for improvements to the existing Bowden State Fish Hatchery at Bowden, Randolph County, WV. per the specifications, terms and conditions that are a part of this solicitation and reference herein.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		DIVISION OF NATURAL RESOURCES BOWDEN HATCHERY RT 1, BOX 80 ELKINS WV 26241 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Construction Services	0.00000			

Comm Code	Manufacturer	Specification	Model #
72120000			

Extended Description :
Construction of new facilities at Bowden Hatchery.

SOLICITATION NUMBER: CRFQ 0310 DNR200000009

Addendum Number:

No.03

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Vendor submitted Questions and Agency responses.
2. Additional Drawing and Specification Notes
3. Drawing E-00-100 & E-05-102

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ DNR 0310 DNR2000000009
Bowden Hatchery New Facilities Construction Project
Vendor submitted Questions and Agency Responses
05/29/2019

- Q.1.** Does any of the cast in place concrete structures get painted (i.e Weir box, tank inside Treatment Bldg, clarifier, sludge storage tank, Sampler Manhole, etc)? If so, please provide detailed schedule.
- A.** Cast-in-place structures are not to be painted. Per Addendum 2, they are to have crystalline add-mixture. The sampler manhole is to be pre-cast rather than cast-in-place.
- Q.2.** D-501 shows a pipe labeled 16" going from the existing pump station to ??? What type of material is this pipe? DO we have to core a hole in the existing lift station for this pipe?
- A.** That 16" pipe is existing and ends approximately where shown and is to remain.
- Q.3.** What is the wall thickness of the 6' sq. sampler meter manhole on D-501.
- A.** That manhole is to be pre-cast per pending Addendum 3. The pre-caster can determine the wall thickness.
- Q.4.** The raceway concrete repair detail on C-108 shows that we are only applying parge/shotcrete to the wall 2' high. Sect 1/C-108 indicates we are applying parge/shotcrete to the top of the wall 3' high. Which is correct?
- A.** Parging shall be applied the entire height of the concrete wall, approximately 3 feet high.
- Q.5.** Are we supposed to clear & grub the trees at the North spring box (C-101) that are in the way of the new chainlink fence? Or just build the fence around them?
- A.** Trees and vegetation shall be removed as required for fence installation.
- Q.6.** Does the ductile iron pipe and fittings on this job have to be domestic (made in USA)?
- A.** Bidders shall comply with the requirements of the RFQ, paragraph 43, Preference for Use of Domestic Aluminum, Glass, and Steel.
- Q.7.** Note 7 on D-102 says "Add 24x8 insert tee". The existing pipe is 24" AC (Asbestos Cement). Please provide a spec and detail for what you want done here. Do you want a 8" rubber insert a tee as made by ADS? Or our you looking for a 24x8 saddle with a hot tap?
- A.** Inserta Tee or a tapping saddle, not necessarily hot. The 24" line has water leaking from the raceways most months of the year and the hatchery flushes water from the raceways into the 24" main for about 15 minutes twice weekly during most months.
- Q.8.** Note 2 at S-503 calls to "seal pvc pipes thru walls with sanded pvc manhole adapters". Sanded pvc mh adapters only work with SDR35 pvc pipe. So we assume you want us to use either a wall sleeve & linkseal of ductile iron wall pipes at the c905 pvc pipes. Please advise

A. GPK and NACO and Specified Fittings indicate that they have sanded manhole adapters for C905 PVC.

Q.9. The 30" steel casing isn't big enough to house 24" sdr35 pvc pipe w/ spacers. What size casing do you want

A. Steel casing shall be 36-inch casing and shall be 60 feet long. Casing shall be a minimum of five feet below tracks and shall slope at a minimum of 0.5%.

Q.10. What is the length of the steel casing pipe required at the bore and jack under the railroad track? Please provide a profile of this bore & jack.

A. Steel casing shall be 40-inch casing and shall be 60 feet long. Casing shall be a minimum of five feet below tracks and shall slope at a minimum of 0.5%.

Q.11. Several of the pipelines shown on the D-series sheets do not indicate the materials for the pipes. What are the materials for the following pipes?: RAS (8", 16", 18", 24") SHOWN ON d-102 & D-105; DRN (3", 6", 8", 12", 21", 24", 27", 36") shown on D-103; RAS (24") shown on D-103; 4" & 6" sludge scraper line (D-103); 8" pump effluent (D-103); 6" sludge suction (D-103); 6" decant (d-103); Ras & DRN lines on D-104; DRN lines on D-106; RAS & DRN lines on D-05-100 & D-05-101; etc.

A. See Pipe Material Schedule on Drawing D-001 and Addendum No. 2.

Section 400571 Telescoping Decant / Sludge Valves and Applicable Drawings D-103, D-500, Y-010, and Y014

Q.12 Please provide quantity and size of telescoping valves. The spec does not provide this information. Plan Sheet D-103 shows three (3) telescoping valves in the Sludge Storage Tank, two (2) 6" (one (1) of which is piped to the 4" clarifier sludge scraper line and one (1) of which is piped to the 6" sludge suction line) and one (1) 6" piped to a 6' diameter manhole. Plan sheet D-103 references Detail 2 on Sheet D-500 however there are no telescoping valves shown on Sheet D-500. Finally, Sheets Y-010 and Y-014 show electrical controls for the sludge hopper and suction arm telescoping valves but do not show anything for the manhole telescoping valve, suggesting only two (2) telescoping valves are required on this project.

A. All three telescoping valves are to have 5" slip tubes to slip into a 6" ductile iron riser. Detail 2 of a telescoping valve was added to Drawing D-103 in Addendum 2. All three are to have electric actuators; but, only two of the actuators will be controlled by a PLC.

Q.13. Please provide a sectional elevation view of the required telescoping valves which currently is not shown anywhere on the plans. This is needed to determine the mounting requirements of the valve stand to the wall/platform as well as the length of the connecting components between the valve stand and the slip tube.

A. See Addendum No. 2.

Section 46-43-22 Circular Clarifier and Applicable Drawings D-103, D-06-100, S-06-100, and S-06-101

Q.14. Bridge or pier supported? The plan sheets show a bridge supported clarifier which is appropriate for this 25' diameter tank. The spec is generally written for a pier supported clarifier including parts that are not applicable to a bridge supported clarifier, including a center column, drive cage, internal spur gear drive, and an EDI well which should be deleted from the spec and new bridge supported clarifier components should be added including a torque tube and worm gear drive. Walker would be happy to assist in developing spec language for the correct items.

A. See Addendum No. 2.

Q.15. Is a skimmer and scum trough required? The spec mentions a skimmer and scum trough a few times in the general language in the spec but gives no detailed description of the type of skimmer and scum trough desired. The spec also includes a scum baffle which is only required with a skimmer. Plan Sheets D-06-100 and S-06-101 show a skimmer and scum trough in the plan view but not in the section view. Several plan sheets show scum baffles. None of the plan sheets appear to show the piping necessary for scum removal. If a scum trough and skimmer are required, they should be added to the spec, the plans, and piping added to the plans as well. If skimming is not required, all references to a scum trough, skimmer, and scum baffles should be deleted from the spec and the plans.

A. See Addendum No. 2.

Q.16. What type of sludge removal is desired for the arm opposite the suction header? Plan sheets D-06-100 and S-06-101 show a suction header on one side and standard plows on the other. The spec calls for a suction header on one side per ¶2.4.D but a spiral blades on the other side per ¶2.4.G.

A. See Addendum No. 2.

Q.17. ISO-9001 Specified. Walker has not sought this certification because we feel this expensive certification is not applicable to clarifiers and is no indication of providing quality equipment like the 70+ years Walker has been supplying clarifiers. Walker recommends this requirement be deleted from the spec or at least allowing the named clarifier manufacturers be allowed to provide their internal quality control program in lieu of ISO-9001.

A. See Addendum No. 2.

Q.18. How many screens are there? Are they all 8'-0 wide?

A. See Addendum No. 2.

Q.19. How many surface mounted guides are there and what are there heights?

A. Four (4) surface mounted guides are required, each 3'-6" long, to be field verified.

Q.20. Drawing C-107: Shouldn't there be posts at the right end of the raceways?

A. Yes. Posts shall be the same as the other posts.

Q.21. Drawing S-05-101: Would aluminum grating with a solid plate top or unpunched plank grating be an acceptable alternative to the FRP grating?

A. No.

Q.22. Drawing S-05-101: Note calls for notching the decking around the sluice gates. Some sort of grating support would be needed at these locations. Please provide details.

A. It is believed that molded 2" x 2" x 2" FRP grating/decking with integral solid top plate notched close around the gate stem once and close around each gate side frame once will not require additional support.

Q.23. Drawing S-06-100: Is the baffle and V-notch weir furnished by the clarifier manufacturer? If not, please provide dimensions and details

A. It is intended that these parts be furnished by the clarifier supplier.

Q.24. Drawing S-06-100: Is the handrail around the clarifier to be 2-line or 3-line?

A. Railing around the clarifier is no longer required.

Q.25. There are a total of 6 ea - existing 12" asbestos cement (AC / transite) drain pipes running straight through existing manholes 1-2, 1-3, 1-4, 1-5, 1-6 & 1-7. These are the existing drains below existing raceways 10, 20, 30 & 40 (see dwg D-101, note: the manholes are not labeled). The 12" AC lines will need cut out of the existing manholes and plugged on the north side of the manholes. This is not shown on the contract drawings. Is this going to be included with this contract or will it be added by a change order later?

A. The existing drain lines will be cut and plugged by others.

Q.26. Dwg C-111. Is it you intent to drill 10.00' into the rock as shown on Dwg c-111 (which assuming the rock elevation = 2174.00 as shown, would make the bottom of pile = 2164.00)? Dwg C-111 also shows the bottom of the pile tip at 2155.00. Which is correct?

A. Piles shall be drilled into rock a minimum of ten (10) feet or 1/3 the depth of the pile length, whichever is greater.

Q.27. Did you do any rock corings at borings b-4 & b-5 in the area of the pile wall, so we can determine the hardness of the rock and better estimate the pile wall construction?

A. No.

Q.28. Please consider making the pile wall a unit price bid item.

A. Pile and lag wall shall remain a lump-sum item.

Q.29. Due to the extreme amount of questions both submitted and unanswered in addendum #2, please consider extending the bid date by 1 week.

A. Bid date remains the same.

Q.30. Dwg C-104 shows to replace 2 ea - existing duck bill valves with 2 ea - 36" tideflex check valves. What type of pipe (ductile, ac, pvc, etc) are these valves being installed on?

- A. The type of piping is unknown and shall be field verified by the Contractor.
- Q.31. Dwg d-102 shows a 24" RAS line and an existing 18" w line (which was installed in Cont 2) which parallels the existing raceways and runs through the existing asphalt. Please define the limits of the asphalt repairs? (Please note there were no asphalt repairs to be made in Cont 2).
- A. Contractor shall cut and patch existing pavements in accordance with the Asphalt Repair Detail where work in pavements is required, unless otherwise indicated for new asphalt pavement. Bidders shall include 550 LF x 30" wide of asphalt paving for piping installed by others.
- Q.32. Is crystalline waterproofing (xypex or =) required at any of the precast structures? If so, which ones
- A. The pre-cast recycle sumps require a coating system inside. One option for that is Xypex per Addendum 2.
- Q.33. Do the walls of the concrete sump in the treatment building get painted?
- A. No. See Addendum No. 2 for crystalline admixture requirements.
- Q.34. What type of pipe is the existing 24" Drain line which we are tying into at Dwg D-102 note 7?
- A. Class 100 asbestos cement.
- Q.35. Please correct dwg C-105. C-105 calls out Full depth asphalt less aggregate base (btw raceways 10 & 80). C-104 which is correct, calls this full depth asphalt pavement. Please note: there is no aggregate in this area for Contract #2
- A. Contractor shall install full-depth asphalt pavement, including aggregate base, between raceways 10 and 80.
- Q.36. What are the dimensions of the concrete pads shown on E-00-501 for the 2 generators?
- A. Concrete pad dimension will vary based on the generator proposed by the Contractor.
- Q.37. Please identify the basis of design for the SCADA/Integration system.
- A. The basis of design for the SCADA/Integration system is outlined in the following locations:
1. Sheet No. Y-002 (Control System Network Block Diagram)
 2. Specification Section 40 61 13 (Process Control Systems General Requirements), Paragraph 1.5.
 3. Specification Section 40 62 16 (Computer Network and Human Machine Interface (HMI) Hardware), Paragraph 2.3 and Paragraph 2.6.
 4. Specification Section 40 63 43 (Programmable Logic Controller (PLC) Control System), Paragraph 2.1.
- Q.38. Where is the power pole located?

A. Existing power pole is located adjacent to Old Route 33. Length of underground conduit run from the pole to the Treatment Building is approximately 150 feet.

Q.39. Where is the utility provided transformer located?

A. Transformer to located on existing power pole at location described above. Contractor shall coordinate with power company for transformer installation.

Q.40. Please provide a utility transformer pad detail.

A. Transformer is to be pole-mounted. Pad is not required.

Bowden Fish Hatchery Improvements Project
 Contract 3
 Requisition DNR 2000000009
 Addendum Items

1. Drawing A-01-100
 - a. Ceilings shall not be painted.
 - b. Glazed tile walls shall not be painted.
 - c. Only wall-mounted conduit and piping shall be painted.
2. Drawing A-03-100
 - a. Existing west wall shall not be painted.
 - b. Only wall-mounted conduit and piping shall be painted.
3. Drawing C-108
 - a. Concrete around existing drains in raceway floors shall be cut away to a depth of 3/4 inch to accommodate parge coat.
 - b. Joint just below drain surface (1/2" to 1" wide) shall be filled with hydraulic cement.
4. Drawing D-102
 - a. Keyed Note 7, Change "insert tee" To "Insert a Tee or a tapping saddle, not necessarily hot. The 24-inch-diameter pipe, which old drawings indicate is Class 100 Asbestos Cement, has water leaking from the raceways most months of the year and the hatchery flushes water from the raceways into the 24" main for about 15 minutes twice weekly during most months."
5. Drawing D-103
 - a. General Notes, Add "2. Risers for telescoping valves shall be 6" dia. and telescoping valve slip tubes shall be 5" diameter.
 - b. Plan 1, All pipes to and from the Sludge Storage tank shall be 2.5 feet higher than shown.
 - c. Plan 1, Delete post hydrant and buried pipe to it.
 - d. Plan 1, the 4" pipe to one of the telescoping valves shall turn up to the valve as reducing 6x4 elbow.
 - e. Detail 2 in Addendum 2, Elevations labeled on the telescoping valve shall be 2.5' higher.
6. Drawing D-05-100
 - a. ROTATING DRUMFILTER SCHEDULE, Add "Note: Any manufacturer's drumfilter shall have at least 3.066 square meters of wetted (normally submerged) OPEN area screen and shall meet scheduled capacity. If a manufacturer needs more than 65% submergence (which is permissible to 70%) to accomplish this due to an open percentage less than 21% (which is permissible) and this requires a deeper concrete sump to maintain the drumfilter submergence pan rim at 2180.21 (required due to job Hydraulic Grade Line) then Contractor shall provide deeper concrete sump. The footprint of the drumfilter must fit in the concrete sump inclusive of maintenance space recommendations of the manufacturer, but not less than 2 ft to any obstacles shown on D-05-100 and not less than building or electrical codes such as at drumfilter control panel."

- b. Plan 1, in lower left corner Change "mud valve four places" To "mud valve five places this sheet."
7. Drawing D-05-101
- Section A, Change "DRUMFILTER SUBMERGENCE PAN 2180.88" To "DRUMFILTER SUBMERGENCE PAN RIM 2180.21 FT."
 - Plan 1, Near the jet pump provide a $\frac{3}{4}$ " freeze proof wall hydrant with $\frac{3}{4}$ " piping from jet pump and provide $\frac{3}{4}$ " SCH 80 PVC piping from jet pump up wall to approx. 11' above floor, then offset pipe to 8' from wall, then continue pipe west to 2' from west wall, then turn and continue pipe to north wall and down north wall to a second frost proof wall hydrant. For this farthest hydrant provide an isolation ball valve near the jet pump. On the outside wall face provide a stainless steel, aluminum or plastic wall mount hose hanger with capacity for 75' of $\frac{3}{4}$ " garden hose and wall mounted stainless, fiberglass or aluminum or UV stabilized plastic Non-potable – Do Not Drink sign.
 - Detail 2, Delete piping down through floor and out to post hydrant.
 - UV Schedule, At Max Lamps Change "25" to "22" and at Other Maker SITA Change "400/25" To "400/22" and below Schedule Add "2. Contractor provide stainless steel, fiberglass or aluminum stands for the UV vessels that is condoned by the UV vessel manufacturer."
8. Drawing D-06-100
- The whole Clarifier is to be 2.5 feet higher; so, piping shall be 2.5 feet higher than shown or labeled except for horizontal portion of influent and deepest part of 8-inch-diameter drain.
9. Drawing D-501
- Add "Note: Manhole shall be square and precast and shall not necessarily have the rebar and wall thickness and top thickness as indicated this sheet. Manhole may be as small as 4' inside square. Mount meter transmitter so that its keypad can be reached by a person who is not completely inside the manhole."
 - Plan 1 and Section A, The 16" pipe is existing and is to remain.
10. Drawing D-502
- Plan 1, piping indicated as 6" shall be above floor. The associated nozzles shall be in northeast and southwest part of tank, coordinated with Plan 1 on Sheet D-103. Piping indicated as 8" shall be buried under floor and connect to the side of center sump with invert at sump bottom and passing through concrete this pipe shall have non-swelling adhesive pipe-to-concrete water-stop mid-slab that adheres to PVC such as Henry Synko-Flex Waterstop. Not shown this Plan; but, shown on Sheet D-103, Plan 1 is another 6" pipe. It is from the north-northwest and shall connect at the sludge storage tank sump similarly.
 - Detail 2, Add "Note: Provide true differential gage piped across pump inlet and outlet with scale appropriate for total dynamic head anticipated. Gage shall be liquid filled, at least 3" diameter, with isolation valves, stainless or brass or monel movements and stainless or phenolic or aluminum case, accuracy at least 1%."
11. Drawing D-600
- Submersible Pump Schedule, Change "18.5' TDH" to "21' TDH" and Change "Weil" To "Grundfos SL1 Series" and Delete note under Schedule and Replace With "Provide level switches per Specification Section 43 25 13."

- b. Reuse Pump Schedule, at Weight Max Change "1500" To "2000 pounds."
- c. Reuse Pump Schedule Notes, Add "E. Startup and shutdown thrust shall be approx. 2000 pounds."

12. Drawing S-07-100

- a. Top of Slab elevation for Sludge Tank shall be changed from 2178.07 to 2180.57. All other elevations shall be adjusted accordingly.
- b. Access ladder shall be installed in accordance with attached detail.

13. Specification Section 33 39 13 – Manholes, Drop Inlets & Cleanouts & Recycle Sumps (Precast Sumps)

- a. To Part 2.1, A., 8. Add "Sleeves (boots) shall also have an expansion band with stainless drive at the concrete hole and boots shall be Press Seal PSX Direct Drive or Trelleborg Kor-N-Seal and shall be provided at precast process manholes including submersible pump stations and their valve vaults (manholes that are not necessarily storm or sanitary manholes).
- b. To Part 2.1, A., 9. Add "Process manholes including submersible pump station and their valve vaults (not necessarily storm manholes) and sumps under Reuse Pumps (fine-shaft turbine pumps scheduled on Sheet D-600 affected by this Addendum shall be same as sanitary manholes, except "sanitary" shall not be cast in the cover. Corbels are permissible where they fit. For process manholes provide 24" ID heavy duty vented iron covers with pick holes and frames except where other top is noted such as at sampler & meter manhole and submersible pump station and its valve vault where hatches (access doors) shall be aluminum such as offered by EJ, Bilco, Halliday or USF Fabrication with hold-open bar and recessed drop-in handle. Sampler & meter manhole shall have retractable ladder post. Sumps under Reuse Pumps are outlined on Sheet D-05-101.

14. Specification 40 05 00

- a. Part 2.4, C., Delete and Replace With "Over buried pipes provide detectable marking tape at least 2 inches wide appropriately labeled for process water where over process water pipes and process waste over process drains and sludge pipes and oxygen over oxygen piping."
- b. Part 2.4, D., Delete and Replace With "Altitude gages shall be 0-30 psi, liquid filled, brass or stainless or monel movements, at least 3" dial, at least 270 degree arc, a least 1% accurate.

15. Specification Section 40 05 52

- a. Part 2.1, Delete all regarding Post Hydrant and Replace With "Freeze Proof Wall Hydrants – low lead or lead free bronze with integral vacuum breaker and 3/4-inch-diameter pipe inlet and 3/4-inch diameter garden hose outlet. At each indicated in Drawings or Addenda thereto, provide stainless steel, aluminum or plastic wall mounted hose hanger with capacity to hold 75' of 3/4-inch-diameter garden hose and wall mounted stainless, aluminum, fiberglass or UV stabilized plastic Non-potable – Do Not Drink sign.

16. Specification Section 40 66 16

- a. Part 2.3, A. 4. Change "manual" To "electric motor."
- b. Add "2.5 Spare parts -- furnish one spare wiper motor for the three vessels altogether. For each vessel furnish a complete set of spare lamps, lamp sleeves and seals."

17. Specification Section 43 25 13 – Pumping Equipment – Submersible End-Suction Sewage Pumps

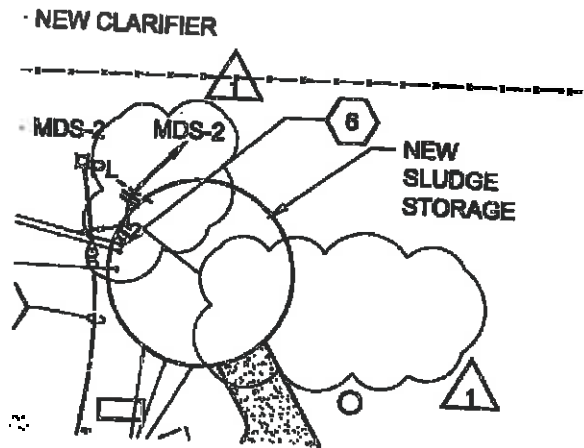
- a. Part 2.1, A, 2. Delete "Weil" and Replace With "Grundfos."
 - b. Part 2.2, A. 2. b. and 3. b. Add 2.5 feet to head.
 - c. Part 2.5, B. Add "9. Provide stainless steel float switch mounting bracket."
18. Specification Section 43 24 27
- a. Add "Part 3. Startup & Training – Contractor get a pump factory authorized technician to travel to the site on at least two separate occasions; one to assist and review installation and startup and testing and troubleshooting and another to give hands-on training to hatchery staff in regard to operation and maintenance. Contractor coordinate scheduling with hatchery staff."
19. Specification Section 43 27 63
- a. Part 2.1, A. delete "4. Model 1606."
20. Drawing S-06-101
- a. Top of Slab elevation for Clarifier shall be changed from 2177.50 to 2180.00. All other elevations shall be adjusted accordingly.
 - b. Handrail shall be deleted.
 - c. Ladder similar to ladder shown on Drawing D-07-100 shall be installed to access Clarifier walkway.
21. Drawing S-07-100
- a. Top of Slab elevation for Sludge Tank shall be changed from 2178.07 to 2180.57. All other elevations shall be adjusted accordingly.
 - b. Close on the outside of the tank adjacent to the three telescoping valves on Drawing D-103, provide a single access platform at least 3 feet square with a railing and legs and railed stairs all in aluminum, manufacturer pre-engineered to meet OSHA requirements. Provide 4'-0" x 10'-0" x 8" thick concrete slab underneath, reinforced with #5 rebar @ 12" O.C. each way, placed 2" from top of slab. Provide a ¼" chamfer at exposed edges. Top of slab shall be 2184.42, access platform shall be 2186.50 with highest rail 42" above platform. Tank wall will serve as one side of railing.
22. Existing 12-inch drain line at the western end of the existing raceways (approximately 120 feet) shall be lined with a cure-in-place pipe (CIPP) resin pipe lining system. CIPP shall include risers from the bottom of the raceway to the 12-inch drain line.
23. Dewatering.
- a. Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
 - 1. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, prevention of flooding in excavation, and prevention of damage to subgrades and permanent structures.
 - 2. Prevent surface water from entering excavations by grading, dikes, or other means.
 - 3. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
 - 4. Remove dewatering system when no longer required for construction.

- b. **Regulatory Requirements: Comply with WVDEP regulations and requirements of NPDES permit with regard to sediment control in dewatering operations.**
- 24. **Excavation Support**
 - a. **Provide excavation support as required for construction.**
- 25. **Soil waste area shall be as designated on the Drawings. Contractor shall protect grounds to soil waste area and restore damaged grounds, including seeding and mulching. Soil waste material shall be spread to a depth of three to six feet and graded to drain, seeded, and mulched.**
- 26. **Contractor shall cut and patch existing pavements in accordance with the Asphalt Repair Detail where work in pavements is required, unless otherwise indicated for new asphalt pavement.**
- 27. **The hatchery must remain in operation during construction. Contractor shall coordinate with the hatchery manager to determine optimum times for certain construction activities and develop a plan to complete the improvements. The plan shall clearly describe all steps and sequencing to accomplish the the work while not causing any interruptions to the hatchery operations. Temporary by-pass piping, valves, and pumps may be required to keep water flowing through raceways. The Contractor will be responsible for overall operation of the temporary facilities during operation of the hatchery.**
- 28. **Once the new raceways are complete and are operational, Raceways 30 and 40 shall be taken out of service for rehabilitation. Piping and valve work associated with Raceways 30 and 40 shall be completed at that time. When the work on Raceways 30 and 40 are completed, they shall put back into service and Raceways 10 and 20 shall be taken out of service.**
- 29. **Bidders shall include 550 LF x 30" wide of asphalt paving for piping installed by others. See Questions and Answers for further clarifications regarding paving.**
- 30. **See attached Drawings E-00-100 and E-05-102 with the following revisions:**
 - a. **E-00-100 updates Notes 4 and 6, and updates the location of Note 6 to indicate location of telescoping valves.**
 - b. **E-05-102 adds Note 5 to indicate location of chopper pump.**
- 31. **Brood raceway LHOs shall be fabricated to hang from a 2'-0" high stop log.**

End of Addendum Items

⬡ SHEET KEYNOTES:

1. 2#12, 1#12 GND IN 3/4" C.
2. NEW 2#12, 1#12 GND IN 3/4" C TO NEW 20 AMP BREAKER IN OPEN SLOT EXISTING PANEL. FH LOCATED IN REARING BUILDING.
3. NEW D.O. AND TEMP SENSORS TYPICAL OF 2 EACH. SEE SHEET Y-014 FOR WIRE AND CONDUIT. SEE SHEET Y-008 FOR MOUNTING.
- ⚠ 4. NEW TYPICAL FOUR (4) BLOWER FANS AND WEATHER PROOF MANUAL MOTOR STARTERS PER STRIPPER, TYPICAL 1 FLANGED ELECTROMAGNETIC WATER METER PER STRIPPER. WIRE AND CONDUIT SIZE SHOWN ON SHEET Y-014.
5. NEW CIRCULAR CLARIFIER MOTOR, 480V, 3-PHASE, 1 HP. SEE SHEET E-05-802 FOR WIRE AND CONDUIT SIZE.
- ⚠ 6. THREE (3) NEW TELESCOPING VALVES 480V, 3-PHASE, FRACTIONAL HP. SEE SHEET E-05-802 FOR WIRE AND CONDUIT SIZE.
7. NEW TYPICAL 2 LOW LEVEL SWITCHES. SEE SHEET Y-014 FOR WIRE AND CONDUIT SIZE.



MAIN ELECTRICAL POWER AND LIGHTING SITE PLAN

SCALE: 1" = 40'



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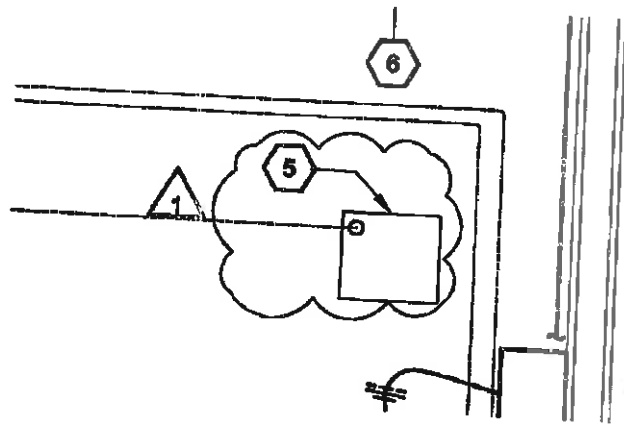
PROJECT INFORMATION

WV DIVISION OF NATURAL RESOURCES
 WILDLIFE RESOURCES SECTION
 BOWDEN FISH HATCHERY
 IMPROVEMENT PROJECT
 CONTRACT 3

MAIN OVERALL ELECTRICAL
 POWER AND LIGHTING
 SITE PLAN

JOB NUMBER:	18014
SCALE:	1" = 40'
DATE:	08/13/20
DRAWN BY:	KGM
CHECKED BY:	KGM
DATE:	WLM

E-00-100 ⚠



NEW TREATMENT BUILDING ELECTRICAL POWER PLAN
 SCALE: 3" = 1'



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 BOWDEN FISH HATCHERY
 IMPROVEMENT PROJECT
 CONTRACT 3

NEW TREATMENT BUILDING
 ELECTRICAL POWER PLAN

JOB NUMBER:	18014
SCALE:	3" = 1'
DATE:	08/03/20
DRAWN BY:	KGM
CHECKED BY:	KGM
DATE:	08/03/20
PROJECT NO.:	WV-18
DATE:	
E-05-102	

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Alvarez Contractors, Inc.
Company

Gary Walker
Authorized Signature

6/11/2020
Date

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