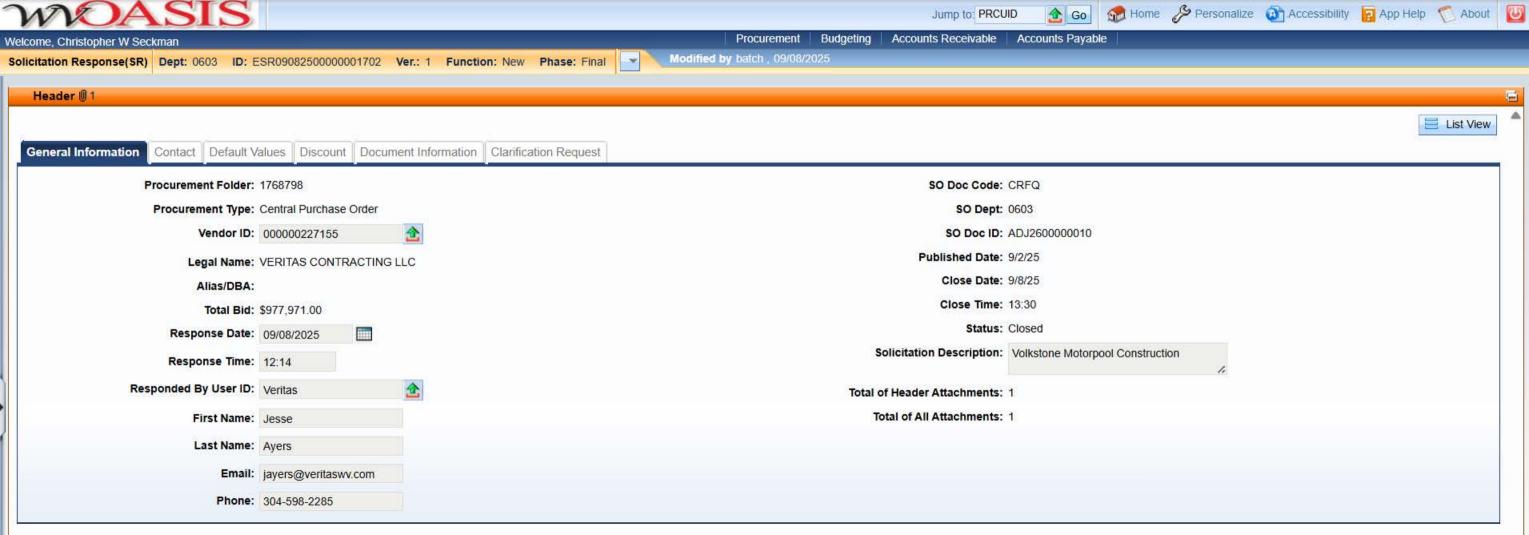


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





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

### State of West Virginia Solicitation Response

Proc Folder: 1768798

Solicitation Description: Volkstone Motorpool Construction

**Proc Type:** Central Purchase Order

 Solicitation Closes
 Solicitation Response
 Version

 2025-09-08 13:30
 SR 0603 ESR0908250000001702
 1

**VENDOR** 

000000227155

VERITAS CONTRACTING LLC

Solicitation Number: CRFQ 0603 ADJ2600000010

**Total Bid:** 977971 **Response Date:** 2025-09-08 **Response Time:** 12:14:43

Comments:

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067 david.h.pauline@wv.gov

Vendor Signature X

FEIN#

DATE

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

 Date Printed:
 Sep 8, 2025
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	BASE BID-Volkstone Motorpool Construction	l			354560.00

Comm Code	Manufacturer	Specification	Model #	
72152708				

#### **Commodity Line Comments:**

#### **Extended Description:**

See Exhibit "A" Bid Form for Pricing.

BASE BID-Provide all Labor and materials to construct a new motorpool for the Volkstone Training Area near the Kingwood Armed Forces Reserve Center

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	ALTERNATE #1- Construct 50'x50' Concrete Turning Pad				149578.00

Comm Code	Manufacturer	Specification	Model #	
72152708				

#### **Commodity Line Comments:**

#### **Extended Description:**

See Exhibit "A" Bid Form for Pricing.

ALTERNATE BID ITEM #1- Provide labor and materials to construct a 50' x 50' Concrete Turning Pad per the attached plans and drawings

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	ALTERNATE #2- Construct 64'x110'				324255.00
	Concrete Parking Pad				

Comm Code	Manufacturer	Specification	Model #	
72152708				

#### **Commodity Line Comments:**

#### **Extended Description:**

See Exhibit "A" Bid Form for Pricing.

ALTERNATE BID ITEM #2- Provide labor and materials to construct a 64' x 110' Concrete Parking Pad per the attached plans and drawings

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	ALTERNATE #3- Construct Another 50'x50'				149578.00
	Concrete Turning Pad				

Comm Code	Manufacturer	Specification	Model #	
72152708				

#### **Commodity Line Comments:**

#### **Extended Description:**

See Exhibit "A" Bid Form for Pricing.

ALTERNATE BID ITEM #3- Provide labor and materials to construct an additional (2nd) 50' x 50' Concrete Turning Pad per the attached plans and drawings.

Date Printed: Sep 8, 2025 Page: 2 FORM ID: WV-PRC-SR-001 2020/05



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

#### State of West Virginia Centralized Request for Quote Construction

Proc Folder:

1768798

Doc Description: Volkstone Motorpool Construction

Reason for Modification:

Addendum No. 1

Proc Type:

Central Purchase Order

**Date Issued** Solicitation Closes Solicitation No Version 2025-09-02 2025-09-08 13:30 CRFQ 0603 ADJ2600000010

#### **BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR** 

Vendor Customer Code:

000000227155

Vendor Name:

Veritas Contracting, LLC

Address:

246

Street: Business Park Drive

City:

Fairmont

State: West Virginia

Country: United States

Zip: 26554

Principal Contact: Samuel O. Proctor

Vendor Contact Phone: 304-598-2285

Extension:

#### FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067

david.h.pauline@wv.gov

Vendor

Signature X

FEIN# 80-0092808

DATE September 8, 2025

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

Date Printed: Sep 2, 2025

Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

#### ADDITIONAL INFORMATION

Addendum No. 1

To provide copies of the Pre-bid Meeting Sign-In Sheets (See attached)

To respond to vendor questions regarding the solicitation (see attached)

Bid opening date and time remains September 8, 2025, at 1:30 pm., EST.

No other changes,

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	3	KINGWOOD ARMED FORCES RESERVE CENTER 240 ARMY RD	
CHARLESTON US	WV	KINGWOOD WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	BASE BID-Volkstone Motorpool Construction				

Comm Code	Manufacturer	Specification	Model #	
72152708				

#### **Extended Description:**

See Exhibit "A" Bid Form for Pricing.

BASE BID-Provide all Labor and materials to construct a new motorpool for the Volkstone Training Area near the Kingwood Armed Forces Reserve Center

ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		SHIP TO		
		KINGWOOD ARMED FORCES RESERVE CENTER 240 ARMY RD		
CHARLESTON US	WV	KINGWOOD WV		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	ALTERNATE #1- Construct 50'x50' Concrete Turning Pad				

Comm Code	Manufacturer	Specification	Model #	
72152708				

#### **Extended Description:**

See Exhibit "A" Bid Form for Pricing.

ALTERNATE BID ITEM #1- Provide labor and materials to construct a 50' x 50' Concrete Turning Pad per the attached plans and drawings

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	3	KINGWOOD ARMED FORCES RESERVE CENTER 240 ARMY RD	
CHARLESTON US	WV	KINGWOOD WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	ALTERNATE #2- Construct 64'x110' Concrete Parking Pad				

Comm Code	Manufacturer	Specification	Model #	
72152708				

#### **Extended Description:**

See Exhibit "A" Bid Form for Pricing.

ALTERNATE BID ITEM #2- Provide labor and materials to construct a 64' x 110' Concrete Parking Pad per the attached plans and drawings

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	S	KINGWOOD ARMED FORCES RESERVE CENTER 240 ARMY RD	
CHARLESTON US	WV	KINGWOOD WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	<b>Total Price</b>
4	ALTERNATE #3- Construct Another 50'x50' Concrete Turning Pad				

Comm Code	Manufacturer	Specification	Model #	
72152708				

#### **Extended Description:**

See Exhibit "A" Bid Form for Pricing.

ALTERNATE BID ITEM #3- Provide labor and materials to construct an additional (2nd)  $50' \times 50'$  Concrete Turning Pad per the attached plans and drawings.

### SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<b>Event Date</b>
1	Mandatory Prebid Meeting At 2:00 pm., EST.	2025-08-26
2	Vendor Technical Questions Due By 11:00 am., EST.	2025-08-29

	Document Phase	Document Description	Page 5
ADJ260000010	Final	Volkstone Motorpool Construction	

### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

#### EXHIBIT A-BID FORM

#### THE PROJECT AND THE PARTIES

#### 1.01 TO:

A. Owner

WV Army National Guard 1703 Coonskin Drive Charleston, WV 25301

#### 1.02 FOR:

A. Project: WVANG – Camp Dawson Volkstone Motorpool Kingwood Armed Forces Reserve Center 12597 River Road Kingwood, West Virginia 26537

#### 1.03 DATE:September 8, 2025(BIDDER TO ENTER DATE)

#### 1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Veritas Contracting LLC
  - 1. Address 246 Business Park Drive
  - 2. City, State, Zip Fairmont, WV 26554

#### 1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Camp Dawson Post Engineering for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Base Bid: Three Hundred Fifty-Four Thousand Five
  Hundred Sixty

  (\$\_354.560.00 ), in lawful money of the United States of America.
- C. Alternate No. 1 Construct 50' x 50' Concrete Turning Pad: ADD

  One Hundred Fourty-Nine Thousand Five Hundred Seventy-Eight dollars

  (\$\_149.578.00 ), in lawful money of the United States of America.
- D. Alternate No. 2 Construct 64' x 110' Concrete Parking Pad: ADD

  Three Hundred Twenty-Four Thousand Two Hundred Fifty-Five dollars

  (\$324,255.00 ), in lawful money of the United States of America.
- E. Alternate No. 3 Construct another 50' x 50' Concrete Turning Pad: ADD One Hundred Fourty-Nine Thousand Five Hundred Seventy-Eight dollars (\$\_149.578.00 \_\_\_\_\_), in lawful money of the United States of America.
- F. All applicable federal taxes are included and State of West Virginia taxes are included in the Bid Sum.

#### 1.06 ACCEPTANCE

- This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
  - 1. Execute the Agreement within seven days of receipt of Notice of Award.
  - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

#### 1.07 ADDENDA

	A.	The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
		1. Addendum #1 Dated 9/2/25
		2. Addendum #Dated
		3. Addendum #Dated
		4. Addendum #Dated
1.08	BID	FORM SIGNATURE(S)
	A.	Veritas Contracting, LLC
	В.	(Bidder - print the full pane of your firm)
	C.	President
	D.	(Authorized signing officer Title)

D. (A)thorized significate, Title)

1.09 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

**END OF SECTION** 

#### **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,	Veritas Contracting, LLC
of,, as	Principal, and Fidelity and Deposit Company of Maryland
of Schaumburg , IL , a corporation of	organized and existing under the laws of the State of
IL with its principal office in the City of Schaumburg	_, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bio	d (\$ 5% ) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, adr	ninistrators, executors, successors and assigns.
The Condition of the above obligation is such that whereas the Pri	ncipal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and ma	
Volkstone Motorpool Construction	
NOW THEREFORE,	
<ul> <li>(a) If said bid shall be rejected, or</li> <li>(b) If said bid shall be accepted and the Principal shall enter</li> </ul>	into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the	e bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall full force and effect. It is expressly understood and agreed that the liability of	be null and void, otherwise this obligation shall remain in the Surety for any and all claims bereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.	the durity for any and an dame hereafted chan, in he
The Surety, for the value received, hereby stipulates and agrees that way impaired or affected by any extension of the time within which the Oblig	the obligations of said Surety and its bond shall be in no
way imparred of affected by any extension of the time within which the Oblig waive notice of any such extension.	ee may accept such bid, and said outery does needly
WITNESS, the following signatures and seals of Principal and Surety,	
Surety, or by Principal individually if Principal is an individual, this 8th day	of September , 2025 .
Principal Seal	Veritas Contracting, LLC
	(Name of Principal)
	Ву
	(Must be President Vice President or Duly Authorized Agen)
	Λ 1 1
	President
	(Title)
00 00 00 00 00 00 00 00 00 00 00 00 00	Fidelity and Deposit Company of Maryland
Surety Seal	(Name of Surety)
Surety Seal  SEAL  1890  1890  1890  1890  1890  1890  1890  1890  1890  1890  1890  1890  1890  1890  1890  1890  1890  1890	$\bigcap$ $\bigwedge$ $\bigcap$
Mingis Mingis	BV:7/ / // //
W. W	Nicholas A. Sparachane Attorney-in-Fact
	Attories Attories

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.

Bond No.

**Bid Bond** 

Obligee: State of West Virginia - Adjutant Generals Office

#### ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, , its true and lawful agent and Attorney-in-Fact, to make, and appoint Nicholas A. Sparachane execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of February, A.D. 2025.

> ATTEST: ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan Vice President

By: Dawn E. Brown Secretary

Dawn & Brown

State of Maryland County of Baltimore

On this 7th day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written

Devenieur Jul Mason Genevieve M. Maison

My Commission Expire January 27, 2029

#### EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this <u>8th</u> day of <u>September</u>, <u>2025</u>.







Mary Jean Pethick Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 reportsfclaims@zurichna.com 800-626-4577

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ ADJ2600000010

**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.

The season of the season of	box next to each adde	<del></del> -	
$\boxtimes$	Addendum No. 1	9/2/25	Addendum No. 6
	Addendum No. 2		Addendum No. 7
	Addendum No. 3		Addendum No. 8
	Addendum No. 4		Addendum No. 9

Addendum Numbers Received.

Addendum No. 5

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

Addendum No. 10

Authorized Signature

September 8, 2025

Date

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



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

Ι, _	Samuel O. Proctor	_, after being first duly sworn, depose and state as follows:
1.	I am an employee of	Veritas Contracting LLC ; and, (Company Name)
2.	I do hereby attest that _	Veritas Contracting, LLC (Company Name)
		n for a drug-free workplace policy and that such plan and with <b>West Virginia Code</b> §21-1D.
The	above statements are swo	Printed Name: Samuel O. Proctor  Signature: President  Company Name: Veritas Contracting, LLC
		Date: September 8, 2025
	TE OF WEST VIRGINIA,  NTY OF Marion	, TO-WIT:
Γake		o before me this8th_day ofSeptember,2025
Sea	OFFI NOTA STATE OF JEANIE 126	ICIAL SEAL RYY PUBLIC WEST VIRGINIA JO WILFONG Circle Drive Int, WV 26554 pires March 09, 2030

### Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Veritas Contracting, LLC					
Check this box if no subcontractors will perf project.	form more than \$25,000.00 of work to complete the				
Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.				
RECCI American Fence COLLC	WV 049346				
American Fence COLLE	WV 032180				

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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

1 1601

Veritas Contracting, LLC	
(Company)	
(Signature of Authorized Representative) Samuel O. Proctor President September 8, 2025	
(Printed Name and Title of Authorized Representative) (Date) 304-598-2285 / No Fax	
(Phone Number) (Fax Number) sproctor@veritaswv.com	,

(Email Address)

### GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the WV Army National Guard, Construction & Facilities Management Office, to establish a contract for the following:

PROVIDE ALL LABOR, MATERIAL, TOOLS, SUPPLIES, AND EQUIPMENT TO CONSTRUCT A NEW MOTORPOOL AT THE VOLKSTONE TRAINING AREA NEAR THE KINGWOOD ARMED FORCES RESERVE CENTER IN KINGWOOD, WV. Contractor shall coordinate work through the Agency Project Manager.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

The award, execution and completion of this project is contingent upon receipt of federal funding; therefore, vendors are requested to honor the pricing submitted on their bids for 90 from the date bids are opened on this project.

Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. Therefore, products of other manufacturers may be employed for this work provided they are of equivalent materials and construction, and are equally adaptable to the conditions as approved by the agency.

- 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 Project Plans as defined below.
  - **2.1 "Construction Services"** means to provide turn-key installation, including all labor, materials, tools, supplies and equipment, to construct a new motorpool at the Volkstone Training are near the Kingwood AFRC facility located at 12597 River Road, Kingwood, WV as more fully described in the Project Plans.
  - **2.2 "Pricing Page"** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans 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 "Project Plans"** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B-D, that provide detailed instructions on how the Construction Services are to be

performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B-D, Vendors can obtain copies in accordance with Section 9 of these Specifications.

- **3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- **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 at least five (5) projects and have at least five (5) years of experience in installing the specified roofing system and that involved work similar to that described in these specifications or the Project Plans. 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 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.
- 6. SELECTION OF ALTERNATES: Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. This project contains Three (3) alternates.
- 7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
- 8. 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. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.

- 9. PROJECT PLANS: The checked box will apply to Project Plans for this solicitation.
  - □ **No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit(s) B-D or any subsequent addenda modifying Exhibit(s) B-D.

#### 10. CONDITIONS OF THE WORK

- **10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- **10.2. Existing Conditions**: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.
- 10.3. Standard Work Hours: The standard hours of work for this Contract will be Monday through Friday from 7:30am to 4:00pm, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.
- **10.4. Project Closeout**: Project Closeout shall include the following:
  - **10.4.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:
    - **10.4.1.1.** Contractor is responsible for removing all construction debris daily.
    - **10.4.1.2.** Contractor is responsible for removing and disposing of any demolished material; off site and at the contractor's expense.
  - 10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

#### 10.5. Payment:

- 10.5.1 Agency shall pay flat fee as shown on the Bid Form, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- **10.5.2** Invoices shall be submitted for payment (in arrears) and must include the following information:
  - **10.5.2.1** Invoice must include, at a minimum, invoice date, FEIN number, complete address of vendor and Contract number.
  - 10.5.2.2 Invoices shall be mailed to the following address:

WV Army National Guard Construction & Facilities Management Office 1707 Coonskin Drive Attn: Accounts Payable Charleston, WV 25311

- 11. 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:
  - 11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - **11.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - **11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

#### 12. MISCELLANEOUS:

**12.1. 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: Samuel O. Proctor

Telephone Number: 304-598-2285

Fax Number: No Fax

Email Address: sproctor@veritaswv.com

a. Liquidated Damages: Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. 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.

### EXHIBIT A - Pricing Page

# **CONTRACTOR LICENSE**

**AUTHORIZED BY THE** 

West Virginia Contractor Licensing Board

ACLOS FICENSING OF COMPANY OF THE PROPERTY OF NUMBER: WV037797

CLASSIFICATION:

**GENERAL BUILDING** SPECIALTY

> VERITAS CONTRACTING LLC 246 BUSINESS PARK DRIVE FAIRMONT, WV 26554

DATE ISSUED

EXPIRATION DATE

OCTOBER 12 2024 **OCTOBER 12, 2025** 

> Chair, West Virginia Contractor Licensing Board

Authorized Sighature



WEST VIRGINIA

A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.