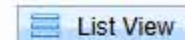




The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency 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.

Header 4



General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 2014262

Procurement Type: Central Purchase Order

Vendor ID: VS0000043657 

Legal Name: SPRUCE CREEK ENTERPRISES LLC

Alias/DBA: TIMOTHY L HOGUE

Total Bid: \$95,000.00

Response Date: 08/04/2026 

Response Time: 9:21

Responded By User ID: sprucecreekllc 

First Name: Timothy

Last Name: Hogue

Email: tim.hogue@sprucecreekllc.i

Phone: 3046413896

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ2700000004

Published Date: 7/29/26

Close Date: 8/4/26

Close Time: 13:30

Status: Closed

Solicitation Description: Camp Dawson-Pringle Site- West Pond
Sediment Remediation

Total of Header Attachments: 4

Total of All Attachments: 4



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: 2014262
Solicitation Description: Camp Dawson-Pringle Site- West Pond Sediment Remediation
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2026-08-04 13:30	SR 0603 ESR08042600000000691	1

VENDOR
VS0000043657
SPRUCE CREEK ENTERPRISES LLC

Solicitation Number: CRFQ 0603 ADJ27000000004
Total Bid: 95000
Response Date: 2026-08-04
Response Time: 09:21:11
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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Camp Dawson-Pringle Site- West Pond Sediment Remediation				95000.00

Comm Code	Manufacturer	Specification	Model #
72141212			

Commodity Line Comments:

Extended Description:

See Exhibit "A" Pricing Page to input pricing.
 To provide Labor, materials and all associated costs to provide West Pond Sediment Remediation at the Pringle Training Site near Camp Dawson per the attached specifications.



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: 2014262			Reason for Modification:
Doc Description: Camp Dawson-Pringle Site- West Pond Sediment Remediation			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-07-15	2026-08-04 13:30	CRFQ 0603 ADJ2700000004	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000043657
Vendor Name : Spruce Creek Enterprises LLC
Address : 36 Cambridge Dr
Street :
City : Clarksburg
State : WV **Country :** US **Zip :** 26301
Principal Contact : Tim Hogue
Vendor Contact Phone: 304-641-3896 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Timothy Hogue* **FEIN#** 82-5018890 **DATE** 08/03/26

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

ADDITIONAL INFORMATION
Construction (Camp Dawson-Pringle Site-West Pond Sediment Remediation)
The West Virginia Purchasing Division is soliciting bids on behalf of the Adjutant General's Office, Division of Engineering and Facilities to establish a contract to provide all labor, material, tools, equipment, supplies and supervision necessary to complete the West Pond Sediment Remediation project at the Pringle Training Site near Camp Dawson in Kingwood, WV, per the attached specifications.
XX
Camp Dawson Pringle Training Site- West Pond July 23rd , 2026 @ 10:00am See General Construction Specifications for additional information and complete directions to the Pre-Bid meeting and site visit.
XX

INVOICE TO	SHIP TO
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR CHARLESTON WV US	CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD KINGWOOD WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Camp Dawson-Pringle Site- West Pond Sediment Remediation				\$95,000

Comm Code	Manufacturer	Specification	Model #
72141212			

Extended Description:
See Exhibit "A" Pricing Page to input pricing.

To provide Labor, materials and all associated costs to provide West Pond Sediment Remediation at the Pringle Training Site near Camp Dawson per the attached specifications.

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Mandatory Prebid Meeting At 10:00 Am EST.	2026-07-23
2	Vendor Technical Questions Due By 11:00 Am EST.	2026-07-28

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. **PRE-BID 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:

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. 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.

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.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline:

Submit Questions to:

2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-3970

Email:

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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

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 or via delivery by mail).

Bid Opening Date and Time:

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 Acknowledgement Form. 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 **shall** 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. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. **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.

13. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. **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: 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: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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.

16. 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 § 148-1-4.7.

17. 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.

18. 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.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **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.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 _____ 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:

☐ the contract will continue for _____ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **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.

☐

☐

☐

☐

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 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 that insurance requirement is listed in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ 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.

☐

☐

☐

☐

9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, 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 Contractor Licensing Board.

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

2. BONDS: The following bonds must be submitted:

- ☐ **BID BOND:** 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 OR VENDOR'S BID WILL BE DISQUALIFIED.**
- ☐ **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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid 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 the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. 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.

3.1. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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: _____

☐ 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.

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.

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

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.

(Company)

Timothy Hogue

(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

REQUEST FOR QUOTATION – CRFQ ADJ27*04
Camp Dawson-Pringle Site- West Pond Sediment Remediation (Construction)

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 REPAIR AND RESTORE THE WEST POND AT THE PRINGLE TRAINING SITE NEAR THE KINGWOOD ARMED FORCES RESERVE CENTER IN KINGWOOD, WV.

Contractor shall coordinate work through the Agency Project Manager.

Pre-Bid Meeting Directions- Pre-Bid meeting is scheduled for July 23rd at 10:00am

DIRECTIONS FROM I-68.

TAKE EXIT 23 (BRUCETON MILLS): FROM I-68, TAKE EXIT 23
HEAD SOUTH ON WV-26: INSTEAD OF HEADING NORTH INTO TOWN, TURN
SOUTH ONTO WV-26 SOUTH (TOWARD ALBRIGHT/KINGWOOD)

TRAVEL TO ALBRIGHT: DRIVE SOUTH ON WV-26 FOR APPROXIMATELY 11–12
MILES. YOU WILL PASS THROUGH THE TOWN OF ALBRIGHT AND CROSS THE
CHEAT RIVER

TAKE WV-72 SOUTH: SHORTLY AFTER CROSSING THE RIVER/LEAVING
ALBRIGHT, LOOK FOR THE INTERSECTION TO TURN ONTO WV-72 SOUTH
(HEADING TOWARD ROWLESBURG)

FOLLOW WV-72 SOUTH TO PRINGLE RUN: FOLLOW WV-72 SOUTH ALONG THE
CHEAT RIVER NARROWS FOR APPROXIMATELY 3.5 TO 4 MILES. YOU WILL
CROSS THE PRINGLE RUN BRIDGE

ARRIVE AT COBURN (COBUN) CEMETERY ROAD OR PRINGLE RUN ROAD.
THERE WILL BE A RED GATE THAT A SIGN THAT SAYS PRINGLE TRAINING
AREA.

DIRECTIONS FROM CAMP DAWSON.

EXIT CAMP DAWSON: DEPART THE MAIN GATE AND HEAD SOUTH ON ARMY
ROAD / CAMP DAWSON ROAD

TURN ONTO ST. JOE ROAD: FOLLOW THE ROAD AS IT BECOMES ST. JOE ROAD
HEADING BACK TOWARD ALBRIGHT

REQUEST FOR QUOTATION – CRFQ ADJ27*04
Camp Dawson-Pringle Site- West Pond Sediment Remediation (Construction)

ARRIVE IN ALBRIGHT (WV-26): TRAVEL ROUGHLY 3 MILES ALONG ST. JOE ROAD WITH THE CHEAT RIVER ON YOUR LEFT
. AT THE INTERSECTION WITH WV-26 (PRESTON HIGHWAY) IN ALBRIGHT, TURN RIGHT

CROSS THE CHEAT RIVER: CROSS THE BRIDGE OVER THE CHEAT RIVER HEADING SOUTH OUT OF ALBRIGHT ON WV-26

TURN LEFT ONTO WV-72 SOUTH: JUST PAST THE RIVER CROSSING, TURN LEFT ONTO WV-72 SOUTH (TOWARD ROWLESBURG)

FOLLOW THE CHEAT NARROWS TO PRINGLE RUN: DRIVE SOUTH ON WV-72 ALONG THE CHEAT RIVER NARROWS FOR APPROXIMATELY 3.5 TO 4 MILES

ARRIVE AT COBURN (COBUN) CEMETERY ROAD OR PRINGLE RUN ROAD. YOU WILL REACH THE PRINGLE RUN BRIDGE. THERE WILL BE A RED GATE THAT A SIGN THAT SAYS PRINGLE TRAINING AREA.

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 construction, including all labor, materials, tools, supplies and equipment, to repair and restore the West Pond at the Pringle Training site located near the Kingwood AFRC facility at 12597 River Road, Kingwood, WV as more fully described in the Project Plans.

REQUEST FOR QUOTATION – CRFQ ADJ27*04
Camp Dawson-Pringle Site- West Pond Sediment Remediation (Construction)

- 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 No (0) alternates.**

REQUEST FOR QUOTATION – CRFQ ADJ27*04
Camp Dawson-Pringle Site- West Pond Sediment Remediation (Construction)

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.

REQUEST FOR QUOTATION – CRFQ ADJ27*04
Camp Dawson-Pringle Site- West Pond Sediment Remediation (Construction)

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.

REQUEST FOR QUOTATION – CRFQ ADJ27*04
Camp Dawson-Pringle Site- West Pond Sediment Remediation (Construction)

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: Tim Hogue

Telephone Number: 304-641-3896

Fax Number: _____

Email Address: tim.hogue@sprucecreek.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.

REQUEST FOR QUOTATION – CRFQ ADJ27*04
Camp Dawson-Pringle Site- West Pond Sediment Remediation (Construction)

EXHIBIT A – Pricing Page

**EXHIBIT A-BID
FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
WV Army National Guard
1707 Coonskin Drive
Charleston, WV 25311

1.02 FOR:

- A. Project: WVANG – Camp Dawson Pringle Training Site
West Pond Remediation
Pringle Training Site
Kingwood, West Virginia 26537

1.03 DATE: 08/03/26 (BIDDER TO ENTER DATE)

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

- A. Bidder's Full Name Spruce Creek Enterprises LLC
1. Address 36 Cambridge Dr
2. City, State, Zip Clarksburg, WV 26301

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: ninety five thousand dollars dollars
(\$ 95,000), in lawful money of the United States of America.
- C. All applicable federal taxes and State of West Virginia taxes are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for 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 08/03/26.
2. Addendum # _____ Dated _____.
3. Addendum # _____ Dated _____.
4. Addendum # _____ Dated _____.

1.08 BID FORM SIGNATURE(S)

- A. Tim Hogue
- B. (Bidder - print the full name of your firm)
- C. Timothy Hogue
- D. (Authorized signing officer, 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

**EXHIBIT A-BID
FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
WV Army National Guard
1707 Coonskin Drive
Charleston, WV 25311

1.02 FOR:

- A. Project: WVANG – Camp Dawson Pringle Training Site
West Pond Remediation
Pringle Training Site
Kingwood, West Virginia 26537

1.03 DATE: _____(BIDDER TO ENTER DATE)

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

- A. Bidder's Full Name _____
1. Address _____
2. City, State, Zip _____

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: _____ dollars
(\$ _____), in lawful money of the United States of America.
- C. All applicable federal taxes and State of West Virginia taxes are included in the Bid Sum.

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- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
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1. Execute the Agreement within seven days of receipt of Notice of Award.
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- 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 # _____ Dated _____.
2. Addendum # _____ Dated _____.
3. Addendum # _____ Dated _____.
4. Addendum # _____ Dated _____.

1.08 BID FORM SIGNATURE(S)

- A. _____
- B. (Bidder - print the full name of your firm)
- C. _____
- D. (Authorized signing officer, 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

REQUEST FOR QUOTATION – CRFQ ADJ27*04
Camp Dawson-Pringle Site- West Pond Sediment Remediation (Construction)

EXHIBIT B – PROJECT PLANS

13. GENERAL REQUIREMENTS:

13.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

13.1.1 All work to be performed according to specifications provided in the following attachments.

13.1.1.1 Exhibit A Bid Form

13.1.1.2 Exhibit C Scope of Work-Pringle Training Site-West Pond Sediment Remediation

13.1.1.3 Exhibit D As-Built Plans & Drawings WEST POND Pringle Training Site

14. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency.

15. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the Vendor's bid, but such costs will not be paid by the Agency separately.

16. PROJECT SPECIFIC CONDITIONS OF THE WORK

16.1 Limits of Work

16.1.1 Work areas will be limited to those spaces required for access to the jobsites.

16.1.2 Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager. Vendor shall take full responsibility for the storage of any supplies or equipment on the jobsite, whether inside or outside. Agency cannot guarantee availability of its employees during off-hours (evenings, holidays, weekends, etc.) to provide access to any supplies and equipment stored inside.

16.1.3 Agency facilities shall remain in use during this contract. Contractor shall work with the Trades Specialist to coordinate the temporary access to work areas and

REQUEST FOR QUOTATION – CRFQ ADJ27*04
Camp Dawson-Pringle Site- West Pond Sediment Remediation (Construction)

otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to building work areas and loading dock access.

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work.

Contractor shall coordinate the location of service connections or use of receptacles with the Trades Specialist to avoid overloading existing circuits.

16.2 Contractor Visitor Badges

Contractor shall provide a list of all personnel working on this project within the facility. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and cell phone number. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the facility. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the WV Army National Guard and approval given.

16.3 Work Restrictions

Access to the buildings shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use.

These are non-smoking buildings. Smoking is not permitted within the buildings or near entrances, operable windows or outdoor air intakes.

Vendor MAY NOT block access to any fire hydrant located at jobsite.

Vendor MAY NOT block access to parking lot entrances and exits without prior approval of the Agency.

16.4 Parking

Some parking is available on the project sites. Parking in non-designated areas is not permitted. Parking is the responsibility of the contractor. With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work.

Use of loading dock areas or sidewalk areas for parking is strictly prohibited.

16.5 Codes

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life

REQUEST FOR QUOTATION – CRFQ ADJ27*04
Camp Dawson-Pringle Site- West Pond Sediment Remediation (Construction)

Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

16.6 Safety

All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by WV Army National Guard Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

16.7 Hot Work Permit

Contractor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

16.8 Workmanship

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

EXHIBIT C-SCOPE OF WORK

WEST VIRGINIA ARMY NATIONAL GUARD CAMP DAWSON, KINGWOOD WV Pringle Training Site West Pond Sediment Remediation

Division 1 - General Requirements

01100 Summary

The purpose of this scope of work is to outline the requirements for a contractor to provide all necessary labor, materials, tools, and equipment to clean out all accumulated sediment from the West Pond at MOS 21 Series Site 3 at the Pringle Training Site near Camp Dawson. The work is necessary to restore the pond to its original design capacity as per the Erosion and Sediment Control Plans (Project # 562880000) and bring it into compliance with our NPDES Stormwater permit.

The objectives for this project are as follows:

- Implement and maintain all necessary temporary erosion and sediment control measures during the clean-out operation.
- Remove and dispose of all accumulated sediment from the West Pond.
- Ensure the pond is restored to the specified "Clean Out Elevation."
- Inspect and repair the drainage standpipe to ensure it is working correctly.
- Restore and add riprap back around the standpipe.
- Ensure all drainage structures within the construction limits are free of sediment upon completion.
- Restore all disturbed areas to their original condition upon completing the work.

01200 Price and Payment Procedures

- The contractor will provide a schedule of values broken down per line item with material and labor.

PROJECT COORDINATION

- Coordinate construction activities included in the Contract Documents to ensure efficient and orderly installation of each part of the Work.
- Coordinate construction operations that are dependent upon each other for proper installation, connection, and operation.
- Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

ADMINISTRATIVE PROCEDURES

- Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to:
- Preparing schedules.
- Installing and removing temporary facilities.
- Delivering and processing submittals.
- Progress meetings.
- Project Close-out activities.

PROGRESS MEETINGS

- The contractor will conduct progress meetings at a site agreed upon by the Project Manager at regularly scheduled intervals, generally bi-weekly.
- Progress meeting minutes are to be provided by the contractor within 3 business days of the conclusion of the meeting and distributed to the Project Manager. The meeting minutes shall be approved at the next meeting.
- The progress agenda shall include:
- Review and correct or approve minutes of previous progress meetings.
- Review and discuss old and new business.
- Review and discuss contractor's and owner's issues and concerns.
- Review progress since the last meeting.
- Review where each activity is in relation to the Contractor's Construction Schedule.
- The contractor is to present a new updated schedule at each progress meeting, to include a two-week look ahead.

GENERAL RESPONSIBILITIES

- The successful contractor is responsible for providing all parts, labor, equipment, and materials required to provide a finished fully functional product as described in the objectives.
- The contractor is responsible for the cost of and for obtaining all required permits prior to the initiation of any work.
- The contractor is responsible for ensuring all work complies with all Federal, State, and Local Municipalities requirements.
- The contractor is responsible for field-verifying all site conditions, distances, and quantities of materials and components necessary for completion.
- The contractor is responsible for keeping the work site clean daily and for cleaning up the work site and restoring it to original conditions once work is completed.
- The contractor is responsible for providing waste disposal for the project and is responsible for removing all construction waste debris off-site at the contractor's expense.

- The contractor is responsible for providing any Operation and Maintenance Manuals, design drawings, and documentation certifying the system's completion and operation.
- The owner has 7 business days to review and respond to Requests for Information (RFIs).
- The owner has 14 business days to review and respond to contract submittals and review drawings.

SITE ACCESS REQUIREMENTS

- The contractor is responsible for coordinating with the Project Manager at Camp Dawson for access and deliveries. The Project Manager requires two (2) business days' notice to approve access to Camp Dawson. Failure to give adequate notice may result in refused access and a Non-Compliance Notice (NCN). The contractor shall be responsible for any rescheduling costs due to noncompliance.
- Contractor and all associated sub-contractor employees shall provide all information for background checks to meet installation access requirements. The Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA, and/or local policy.

01400 Quality Requirements

- The successful contractor will be required to provide a one-year warranty on all parts, labor, and materials on the entire project.
- All work shall be performed in accordance with the project plans titled "MOS 21 SERIES SITE 3 EROSION AND SEDIMENT CONTROL PLANS" (Project # 562880000) see Exhibit D attached to this solicitation.

01500 Temporary Facilities and Controls

- The successful contractor will be required to provide their own temporary facilities. The West Virginia Army National Guard will provide an area for the contractor to have a laydown area and a place for a job trailer. Electricity and water are not guaranteed.
- Demolition and removal operations shall commence only after all erosion and sedimentation control measures are in place and functional. (Reference: Sheet C-2, Demolition Note 1)
- The contractor shall install, maintain, and adjust any temporary erosion control devices as necessary for the duration of the clean-out project. Upon final stabilization and acceptance of the work, all temporary erosion control devices shall be removed. (Reference: Sheet C-2, Grading Notes 7 & 8)

01700 Execution Requirements

- Within 30 days of the government's Final Acceptance of the project, the contractor shall be responsible for providing any and all field notes, as-built drawings, or any other associated records to the Project Manager.

Division 2 - Site Construction

02200 Site Preparation

- The contractor shall locate and mark all existing utilities prior to commencing work. Coordinate with local utility companies prior to any work. (Reference: Sheet C-2, Demolition Note 6)
- The contractor shall provide protection to all streets, fences, trees, utilities, and structures that are to remain. Contractor-caused damage shall be repaired to match existing conditions at no additional cost to the owner. (Reference: Sheet C-2, Demolition Note 5)

02300 Earthwork

- This work includes the excavation and removal of all accumulated sediment and debris from the basin identified as "West Pond" or "West Basin."
- Excavation shall continue until the bottom of the pond uniformly reaches the **Clean-Out Elevation of 1829.71 feet**. (Reference: Sheet C-6, "SEDIMENT BASIN ELEVATIONS" table)
- Excess material shall be disposed of by the contractor on the owner's property at no additional cost in a legal manner.

02600 Drainage and Containment

- The contractor shall take care to avoid damage to the pond's existing structures, including the 24" CMP standpipe, dewatering orifice, overflow weir, and associated riprap. (Reference: Sheet C-6, Detail 1)
- The contractor shall inspect the 24" CMP standpipe and make any necessary repairs to ensure it is correctly working.
- The contractor shall add riprap back around the standpipe as necessary to restore proper erosion protection and ensure it functions as originally designed.
- All drainage structures and pipes within the limits of construction shall have sediment removed prior to final acceptance. (Reference: Sheet C-2, Grading Note 5)

EXHIBIT D- AS-BUILT PLANS & DRAWINGS

(For informational purposes only)

****This is NOT a new design****

WEST VIRGINIA ARMY NATIONAL GUARD

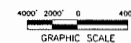
CAMP DAWSON, KINGWOOD WV

Pringle Training Site

West Pond Sediment Remediation

A vertical number line with tick marks labeled A, B, C, and D from bottom to top. The line is divided into three equal segments by these points.

INDEX



BRAD P. LOOMS
REGISTERED
17698
STATE OF
WEST VIRGINIA
PROFESSIONAL ENGINEER

06/08/10

IF SHEET IS LESS THAN
34"=22" USE GRAPHIC SCALE

Sheet
reference
number:
C-1
Sheet 1 of 7

ARMY NATIONAL GUARD WEST VIRGINIA	Designed by: D. B. Kirk	Date:	Rev.
	Drawn by: J. B. Kirk	Design file no.	
	Reviewed by:	Drawing code:	
	Submitted by:	File name: 562860000-001.01.sgn	
	Chief, Arch. Branch	Plot date: 6/8/2000 Plot scale: 0.021 / in.	

[illegible]

1. DEMOLITION AND REMOVAL OPERATIONS SHALL COMMENCE ONLY AFTER ALL EROSION AND SEDIMENTATION CONTROL MEASURES ARE IN PLACE AND FUNCTIONAL.
2. ALL DEMOLISHED MATERIALS BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE DESIGNATED. DISPOSE OF OFF THE OWNER'S PROPERTY IN A LEGAL MANNER.
3. CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED FOR EXECUTION OF THE WORK.
4. ALL ITEMS OF CONSTRUCTION REMAINING AND NOT SPECIFICALLY MENTIONED THAT INTERFERE WITH THE NEW CONSTRUCTION SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.
5. CONTRACTOR SHALL PROVIDE PROTECTION TO ALL STREETS, FENCES, TREES, UTILITIES AND STRUCTURES THAT ARE TO REMAIN. CONTRACTOR-CAUSED DAMAGE SHALL BE REPAIRED TO MATCH EXISTING AT NO ADDITIONAL COST TO THE OWNER.
6. CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK. COORDINATE WITH LOCAL UTILITY COMPANIES PRIOR TO UTILITY DISCONNECT.

1. NO TREES SHALL BE REMOVED NOR VEGETATION DISTURBED EXCEPT AS NECESSARY FOR GRADING PURPOSES AND ONLY AS APPROVED BY THE ARCHITECT/ENGINEER.
2. TOPSOIL SHALL BE STRIPPED FROM ALL CUT AND FILL AREAS. STOCKPILED AND REDISTRIBUTED OVER GRADED AREAS TO A MINIMUM DEPTH OF 6 INCHES. MAKE STOCKPILES FREE DRAINING AND PROVIDE EROSION AND SEDIMENTATION CONTROLS AROUND STOCKPILES.
3. ALL GRADED (OTHER THAN TRAINING AREAS) AREAS SHALL BE MULCHED AND SEEDED WITHIN 15 DAYS AFTER GRADING IS COMPLETED. SEE SEED MIX ON THIS SHEET.
4. CONSTRUCT TEMPORARY EROSION CONTROL AS SHOWN ON THE DRAWINGS PRIOR TO BEGINNING GRADING OPERATIONS.
5. ALL DRAINAGE STRUCTURES, PIPES WITHIN THE LIMITS OF CONSTRUCTION, AND DETENTION PONDS SHALL HAVE SEDIMENT REMOVED PRIOR TO FINAL ACCEPTANCE.
6. SILT BARRIERS SHALL BE CLEANED OF ACCUMULATED SEDIMENT WHEN APPROXIMATELY 50% FILLED.
7. ALL LOCATIONS OF TEMPORARY EROSION CONTROL DEVICES SHALL BE SUBJECT TO ADJUSTMENT AS DIRECTED BY THE ARCHITECT/ENGINEER.
8. WHEN THE TEMPORARY EROSION CONTROL DEVICES ARE NO LONGER REQUIRED FOR THE INTENDED PURPOSE (IN THE ARCHITECT/ENGINEER'S OPINION'S), THEY SHALL BE REMOVED.
9. REPLACE DAMAGED AND WORN OUT SILT BARRIERS AS DIRECTED BY THE ARCHITECT/ENGINEER.
10. THE CONTRACTOR SHALL PROTECT ALL TREES DESIGNATED TO REMAIN. DO NOT OPERATE OR STORE HEAVY EQUIPMENT, NOR HANDLE/STORE MATERIALS WITHIN THE ORIPLINES OF TREES.
11. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES, PROTECT UTILITIES TO REMAIN, AND REPAIR CONTRACTOR-CAUSED DAMAGE ACCORDING TO LOCAL STANDARDS AT CONTRACTOR'S EXPENSE.
11. NOTIFY LOCAL UTILITY LOCATOR SERVICE (MISS UTILITY OF WEST VIRGINIA, INC.) OF INTENDED DEMOLITION OPERATIONS. PHONE NUMBER: 1-800-245-4848
13. IN THE EVENT OF ANY DISCREPANCIES FOUND IN THE DRAWINGS OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
14. THE CONTRACTOR SHALL GIVE ALL NECESSARY NOTICES AND OBTAIN ALL PERMITS.
15. SPOT ELEVATIONS AND CONTOURS REPRESENT PROPOSED FINISHED GRADE AND TOP OF FINISHED PAVEMENT.
16. CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS AND INVERTS PRIOR TO BEGINNING WORK.
17. EXCESS MATERIAL SHALL BE DISPOSED OF BY THE CONTRACTOR ON THE OWNER'S PROPERTY AT NO ADDITIONAL COST IN A LEGAL MANNER.
18. ALL STORM DRAINAGE PIPE SHALL BE 12 GAUGE TYPE II ALUMINIZED CMP WITHOUT OTHERWISE NOTED.
19. ALL CUT AND FILL SLOPES TO BE 3:1 MAXIMUM.
20. SATISFACTORY TOPSOIL IS DEFINED AS SOIL BEING FREE OF SUBSOIL, CLAY LUMPS, STONES, AND OTHER OBJECTS OVER 1 INCH IN DIAMETER.
21. FINISH GRADES TOLERANCES ARE 0.10 FOOT ABOVE OR BELOW DESIGN ELEVATIONS.
22. PROVIDE TEMPORARY SEEDING ON STOCKPILES AND ALL OTHER AREAS OF THE SITE THAT WILL REMAIN UNDISTURBED FOR 30 DAYS OR MORE.
23. EARTHWORK FILL SHALL INCLUDE STRIPPING TOPSOIL AND PLACING ENGINEERED FILL IN MAXIMUM 8" COMPACTED LIFTS WITH DENSITY OF 98% OF MAXIMUM PER ASTM D698.
24. AN "AS-BUILT" SET OF PLANS SHALL BE SUBMITTED TO THE WV DEP UPON COMPLETION OF SEDIMENTATION BASIN CONSTRUCTION.
25. I CERTIFY THAT THESE PLANS HAVE BEEN PREPARED BY ME AND/OR UNDER MY DIRECT SUPERVISION. THIS PROJECT IS PLANNED TO DISTURB MORE THAN FIVE ACRES. IF THEREFORE FALLS UNDER THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S GENERAL NPDES PERMIT TO DISCHARGE STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITY.

6-8-10

DATE

1. INSTALL CONSTRUCTION ENTRANCES
2. ESTABLISH "CLEAN WATER" DIVERSION SWALE ALONG EASTERN PERIMETER OF SITE
3. INSTALL SILT FENCE AT BASE OF SEDIMENT BASINS
4. INSTALL SEDIMENTATION BASINS
5. INSTALL DIVERSION SWALES TO DIRECT FLOW TO SEDIMENTATION BASINS

SEED MIX	
Species	% of mix
Redtop	5%
Orchard Grass 'Potomac'	5%
Annual Ryegrass	20%
Perennial Ryegrass, 'Tonga', Tetraploid	20%
Bird's Foot Trefoil, 'Norcen'	11%
Bird's Foot Trefoil, variety not slated	11%
Timothy, Clover	18%
Alsike Clover	10%

[illegible]

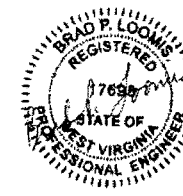
ARMY NATIONAL GUARD WEST VIRGINIA	Designed by:		Date:	Rev.
	DESIGNED BY	DATE	DESIGN FILE NO.	
	REVISED BY	DATE	DRAWING CODE	
	Submitted by: File name: 5024R0000C-001302.dgn Plot date: 6/8/2000 Plot scale: 0.501 / in.			
Chief, Arch. Branch				

CAMP DAWSON
WEST VIRGINIA

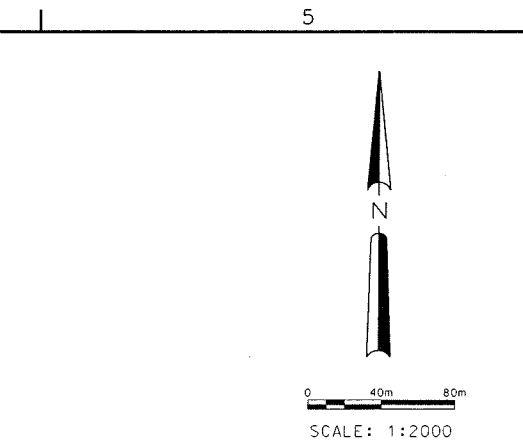
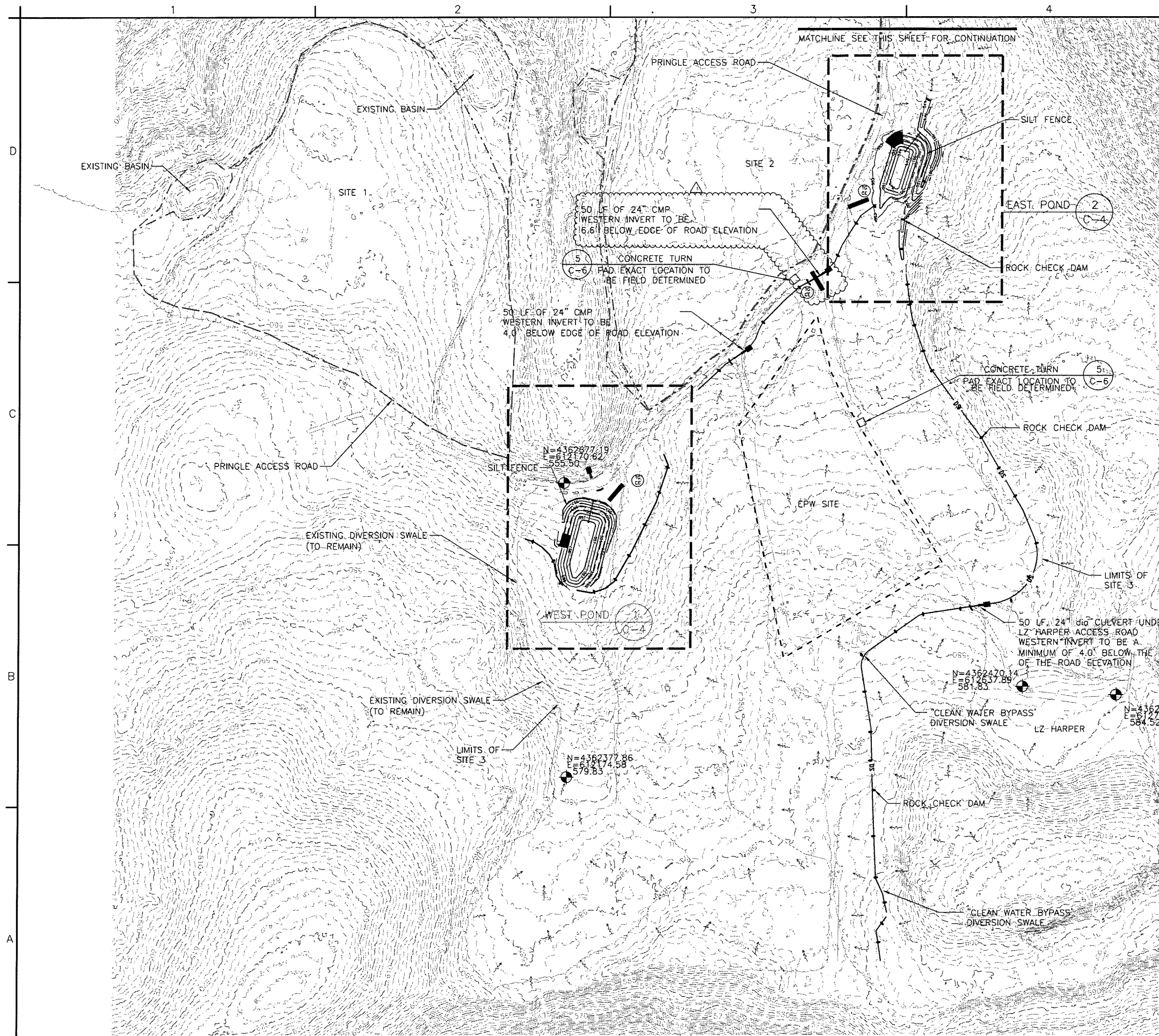
MOS 21 SERIES, SITE 3
EROSION CONTROL PLANS

GENERAL NOTES

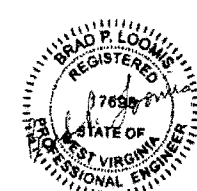
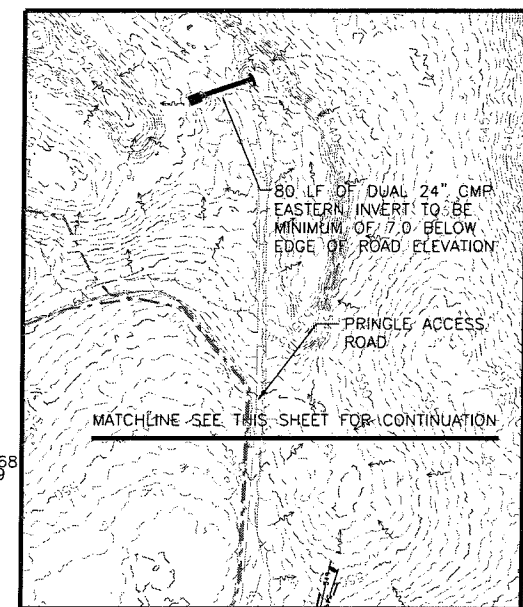
Sheet
reference
number:
C-2
Sheet 2 of 7



06/08/10
IF SHEET IS LESS THAN
34"x22" USE GRAPHIC SCALE



- LEGEND**
- SF — FILTER BARRIER/SILT FENCE
(SEE DETAIL 2, SHEET C-5)
 - ROCK CHECK DAM
(SEE DETAIL 1, SHEET C-5)
 - CULVERT ENTRANCE PROTECTION
(SEE DETAIL 4, SHEET C-5)
 - DS — DIVERSION SWALE
(SEE DETAIL 3, SHEET C-5)
 - TEMPORARY GRAVEL CONSTRUCTION ENTRANCE
(SEE DETAIL 5, SHEET C-5)



06108110
IF SHEET IS LESS THAN
34" x 22" USE GRAPHIC SCALE



Date	Appr
04/10/10	
REVISED CULVERT INVERTS	
1	Mark

Revised by	Design file no.	Drawing code	File name	Plot date	Plot scale
DKK	BPL		362460000-001.001.dgn	6/8/2010	101600 m / in.
Reviewed by	Submitted by	Chief, Arch. Branch			

ARMY NATIONAL GUARD
WEST VIRGINIA

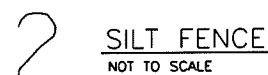
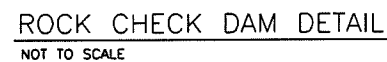
amec
11000 New River Drive, Suite 800
Martinsburg, WV 26151
Phone: 800.857.7878 Fax: 800.857.7878

CAMP DAWSON
WEST VIRGINIA

MOS 21 SERIES SITE 3
EROSION CONTROL PLANS

OVERALL EROSION CONTROL PLAN

Sheet
reference
number:
C-3
Sheet 3 of 7

[illegible]

Designed by:	Date:	Rev:
Drawn by: RES	Check by: BPL	Design file no.
Reviewed by:	Drawing code:	
Submitted by:	File name: 542980000-001305.dgn	
Chief Arch. Branch	Plot date: 6/8/2010	
	Plot scale: 0.051 / in.	

ARMY NATIONAL GUARD
WEST VIRGINIA

amec
11500 W. 15th Avenue, Suite 690
Lakewood, CO 80227-2263
Phone: 303/783-0700
Fax: 303/781-0655
For

CAMP DAWSON
WEST VIRGINIA

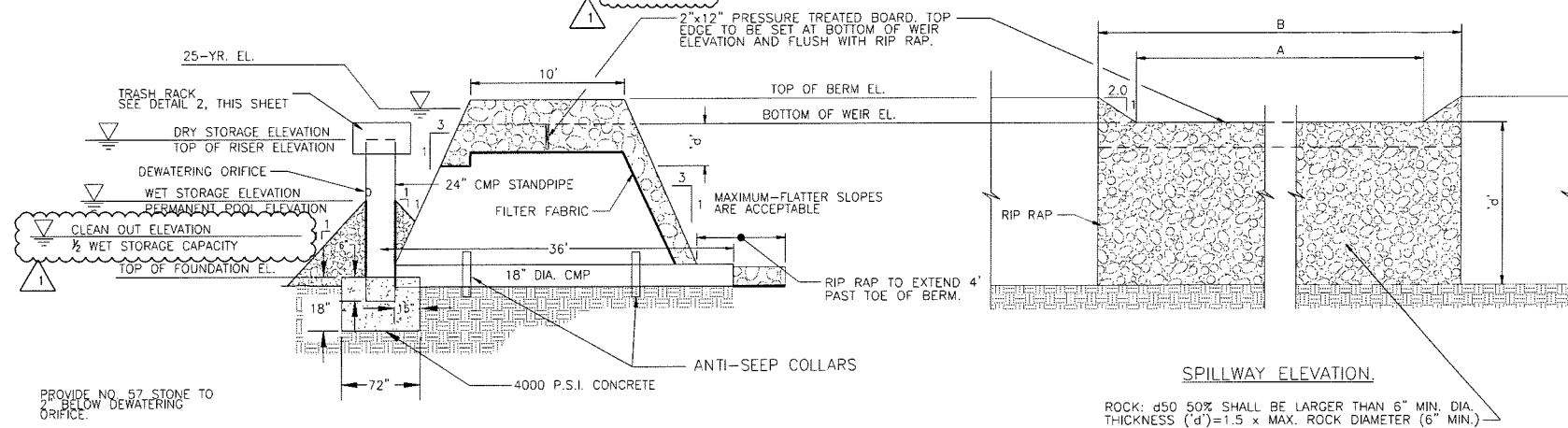
MOS 21 SERIES SITE 3
EROSION CONTROL PLANS

DETAILS

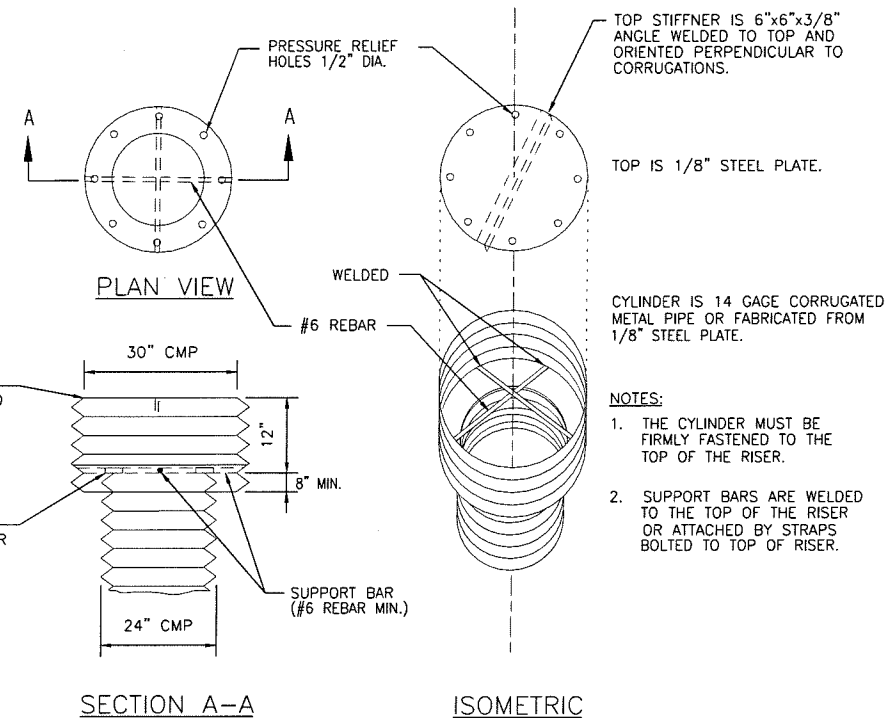
Sheet
reference
number:
C-5
Sheet 5 of 7

SEDIMENT BASIN ELEVATIONS									
BASIN ID	TOP OF BERM	25-YEAR	BOTTOM OF WEIR	DRY STORAGE	WET STORAGE	CLEANOUT ELEVATION	DEWATERING ORIFICE ELEVATION DIA(IN)	TOP OF FOUNDATION	
EAST BASIN	1812.5	1811.32	1810.62	1810.62	1807.24	1804.76	1807.24 2.45"	1801.18	
WEST BASIN	1834.95	1833.61	1833.00	1833.00	1829.71	1826.98	1829.71 3.00"	1824.80	

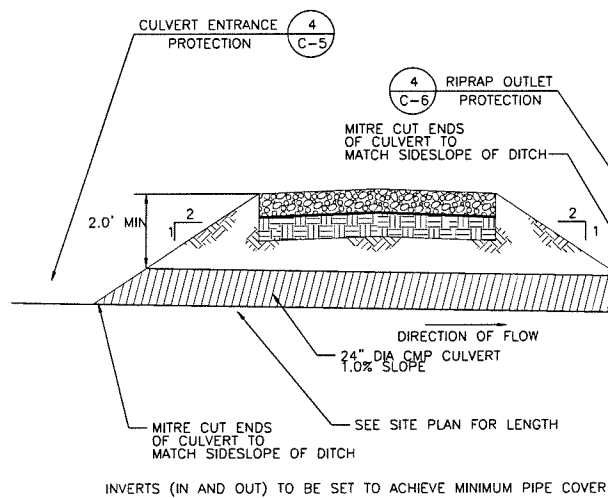
OVERFLOW WEIR DIMENSIONING		
BASIN ID	A	B
EAST BASIN	25.0	24.3'
WEST BASIN	30.0	26.3'



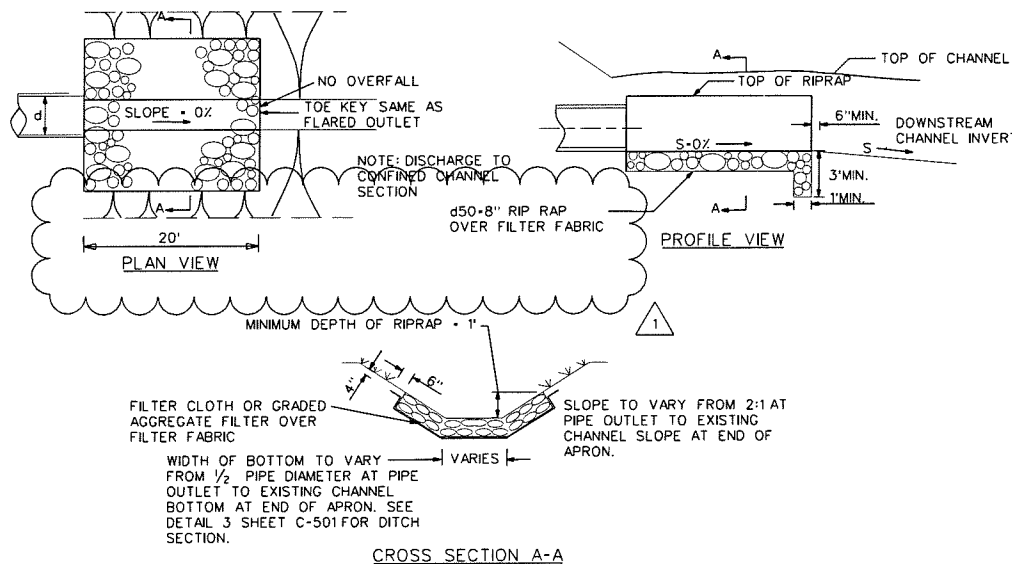
SEDIMENT BASIN DETAILS
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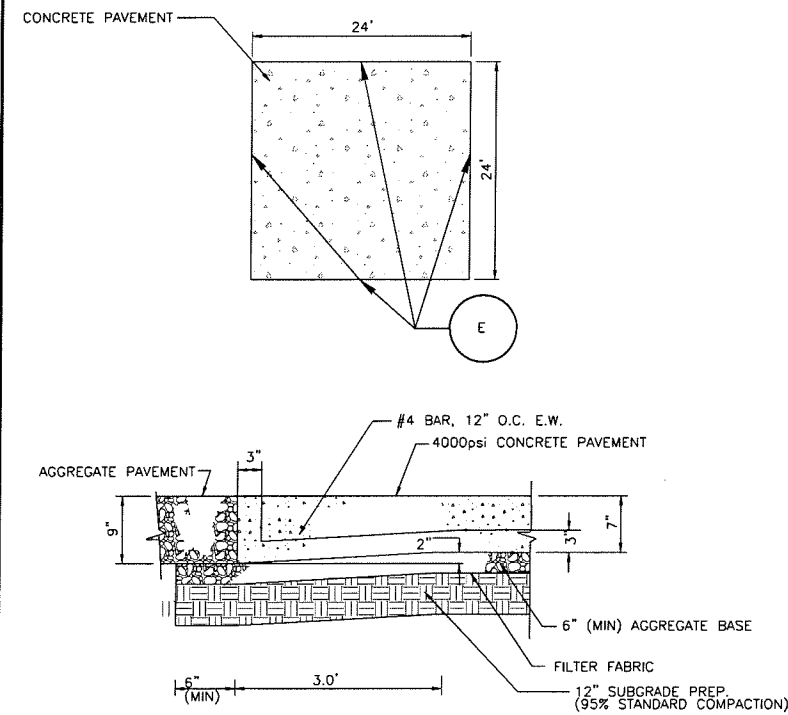
TRASH RACK
NOT TO SCALE



CULVERT INSTALLATION
NOT TO SCALE



RIPRAP OUTLET PROTECTION
N.T.S.



TURN PAD DETAIL
NOT TO SCALE



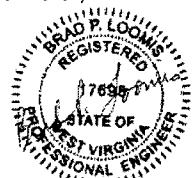
Rev.	Date	By	Check	Appr.
1				

Rev.	Date	By	Check	Appr.
1				

ARMY NATIONAL GUARD WEST VIRGINIA	amec
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CAMP DAWSON WEST VIRGINIA	MOE 21 SERIES SITE 3 EROSION CONTROL PLANS DETAILS
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Sheet reference number: C-6 Sheet 6 of 7



06/08/10
IF SHEET IS LESS THAN
34"x22" USE GRAPHIC SCALE

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

Bid Bond

- (A) WV State Agency
(B) Request for Quotation Number (upper right corner of page #1)
(C) Your Business Entity Name (or Individual Name if Sole Proprietor)
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety's Principal Office
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in numbers
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Business Entity (or Individual Name if Sole Proprietor)
(R) Seal of Principal
(S) Signature of President, Vice President, or Authorized Agent
(T) Title of Person Signing for Principal
(U) Seal of Surety
(V) Name of Surety
(W) Signature of Attorney in Fact of the Surety
- KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ (C) of _____ (D), _____ (E), as Principal, and _____ (F) of _____ (G), _____ (H), a corporation organized and existing under the laws of the State of _____ (I) with its principal office in the City of _____ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligor, in the penal sum of _____ (K) (\$ _____ (L)) 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 _____ (M)
- 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 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 time within which the Obligor 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, the _____ (N) day of _____ (O), 20 _____ (P).

NOTE 1: **Dated Power of Attorney with Surety Seal must accompany this bid bond.**

Principal Seal _____ (Q)
(Name of Principal)

(R)

By _____ (S)
(Must be President, Vice President, or Duly Authorized Agent)

_____ (T)
Title

Surety Seal _____ (V)
(Name of Surety)

(U)

_____ (W)
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.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) 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

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 _____ day of _____, 20____.

Principal Seal

(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Surety Seal

(Name of Surety)

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.**



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

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

1. I am an employee of _____; and,
(Company Name)
2. I do hereby attest that _____
(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: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

Taken, subscribed and sworn to before me this _____ day of _____, _____.

By Commission expires _____

(Seal)

(Notary Public)



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)

Western Surety Company

BID BOND (Percentage)

Bond Number: 73828673

KNOW ALL PERSONS BY THESE PRESENTS, That we Spruce Creek Enterprises LLC of
23 Cambridge Drive, Clarksburg, WV 26301, hereinafter
referred to as the Principal, and Western Surety Company,
as Surety, are held and firmly bound unto STATE OF WEST VIRGINIA, DIVISION OF PURCHASING
of 2019 WASHINGTON ST. EAST, CHARLESTON, WV 25305,
hereinafter referred to as the Obligor, in the sum of 5% of the Amount Bid (5 %) percent of the greatest
amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligor on a contract for _____
Camp Dawson Pond Rem

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Obligor; or if Principal shall fail to do so, pay to Obligor the
damages which Obligor may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 4th day of August, 2026.

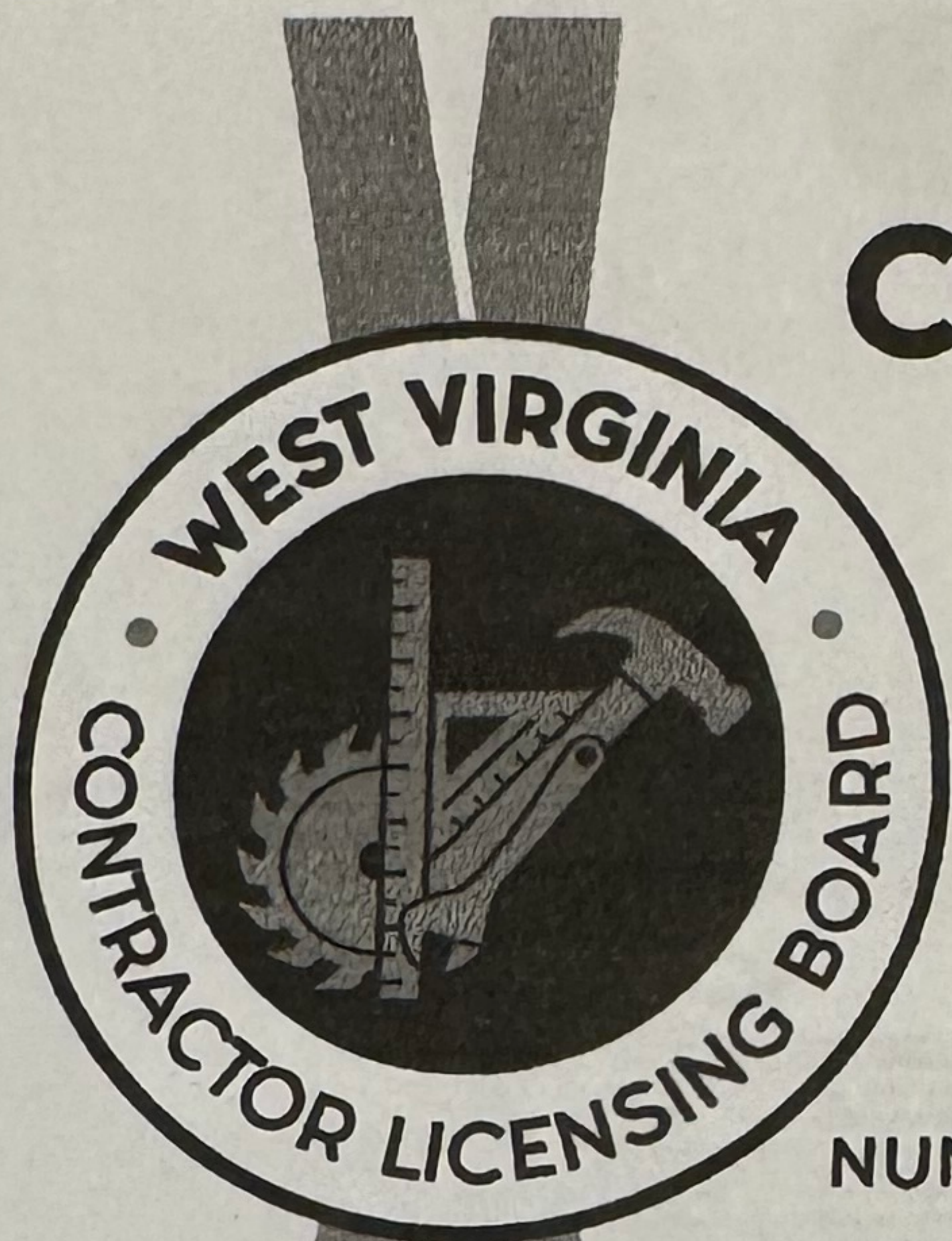
Spruce Creek Enterprises LLC
(Principal)

By [Signature] (Seal)

Western Surety Company
(Surety)

By Elizabeth R. Roberts (Seal)
Elizabeth Rose Roberts
Attorney In Fact





CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV054922

CLASSIFICATION:

EXCAVATION
SPECIALTY
LANDSCAPING
DEMOLITION

SPRUCE CREEK ENTERPRISES LLC
23 CAMBRIDGE DR
CLARKSBURG, WV 26301

DATE ISSUED

OCTOBER 27, 2025

EXPIRATION DATE

OCTOBER 27, 2026

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



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.



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: 2014262	Reason for Modification:
Doc Description: Camp Dawson-Pringle Site- West Pond Sediment Remediation	Addendum No. 1

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2026-07-29	2026-08-04 13:30	CRFQ 0603 ADJ2700000004	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000043657
Vendor Name : Spruce Creek Enterprises LLC
Address : 36 Cambridge Dr
Street :
City : Clarksburg
State : WV **Country :** US **Zip :** 26301
Principal Contact : Tim Hogue
Vendor Contact Phone: 304-641-3896 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Timothy Hogue*

FEIN# 82-5018890

DATE 08-03-26

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

ADDITIONAL INFORMATION
Addendum No. 1
To provide copies of the Mandatory Pre-bid Meeting sign-in sheets, see attached.
To provide responses to the Vendor Technical Questions, see attached.
Bid opening date and time remains August 4, 2026, at 1:30 pm EST.
No other changes.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Camp Dawson-Pringle Site- West Pond Sediment Remediation				

Comm Code	Manufacturer	Specification	Model #
72141212			

Extended Description:
See Exhibit "A" Pricing Page to input pricing.

To provide Labor, materials and all associated costs to provide West Pond Sediment Remediation at the Pringle Training Site near Camp Dawson per the attached specifications.

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Prebid Meeting At 10:00 Am EST.	2026-07-23
2	Vendor Technical Questions Due By 11:00 Am EST.	2026-07-28

SOLICITATION NUMBER: CRFQ ADJ2700000004

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“ADJ2700000004”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

To provide copies of the Mandatory Prebid Meeting Sign-in sheets, see attached.

To provide responses to the Vendor Technical Questions, see attached.

The Bid Opening Date & Time remains 08/04/2026, at 1:30 PM EST.

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.



Pre-Bid Sign-In Sheet (WV-32)

Solicitation No.: CRFQ-ADJ27000000004

Date of Pre-Bid Meeting: 7/23/26

Location of Pre-Bid Meeting: Pringle Training Site-Camp Dawson, WV



Mandatory



Not Mandatory

PLEASE NOTE:

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

Page _____ of _____

One Vendor Per Representative: No one individual is permitted to represent more than one vendor at the pre-bid conference. 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.

Firm Representative:	Representative Name (Printed)	Firm Address:	Telephone:	Email Address:
Blue Gold	Kelly Keener	381 Herold Dr Fairmont	304-367-3137	info@bluegolddevelopmentllc.com
GREEN RIVER GROUP	DON CASTEL	2310 SMITH TOWN RD MORGANTOWN WV,	(304)-594-3891	Tracyscurtis@yahoo.com
Laurita Inc	Dylan Bowers	3178 N. 1st St 3178 Dents Run Blvd Morgantown WV 26501	304-296-7531	dbowers@laurita.com
RAA Contracting LLC	Robby Ayersman	2682 Campground Rd Tunnelton WV 26444	304-698-6660	RobbyAyersman85@gmail.com
CFMO	Zachery Black	1001 Army Rd Kingwood WV 26537	304-840-5751	Zachery.s.black.nfy@army.mil
CFMO ENV	Adam White	1001 Army Rd Kingwood WV 26537	703-401-7343	adamwhite2005@gmail.com
CFMO	Ryan Snyder	1001 Army Rd Kingwood, WV 26537	304-791-4132	ryan.m.snyder14.nfy@army.mil



Pre-Bid Sign-In Sheet (WV-32)

Solicitation No.: CRFQ-ADJ2700000004

Date of Pre-Bid Meeting: 7/23/26

Location of Pre-Bid Meeting: Pringle Training Site-Camp Dawson, WV



Mandatory



Not Mandatory

Page _____ of _____

PLEASE NOTE:

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

One Vendor Per Representative: No one individual is permitted to represent more than one vendor at the pre-bid conference. 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.

Firm Representative:	Representative Name (Printed)	Firm Address:	Telephone:	Email Address:
CFMO	Aidan Hedrick	1001 Army Rd. Kingwood, WV 26537	304 591 2401	aidan.g.hedrick.nrg@gmail.com
Spruce Creek Enterprise LLC	Tim Hogue	23 Cambridge Dr Clarksburg, WV 26301	304 641-3896	tim.hogue@sprucecreekllc.com
	Dan Hill	52 Welfern Kingwood, WV 26537	304 663 5762	Dan.Hill@Danhillcon
CFMO	Camlin Teets	1001 Army Rd. Kingwood, WV	304-881-2700	Justin.a.earle.nrg
CFMO	Justin Earle	↓	↓	@army.mil



DEPARTMENT OF THE ARMY
JOINT FORCES HEADQUARTERS WEST VIRGINIA
1707 COONSKIN DRIVE
CHARLESTON, WEST VIRGINIA 25311-1026

July 29, 2026

ADDENDUM NO. 1- CRFQ-ADJ2700000004

RE: Camp Dawson-Pringle Site- West Pond Sediment Remediation
West Virginia Army National Guard
Camp Dawson Army Training Site, Kingwood, WV

TO: Prospective Bidders

FROM: West Virginia Army National Guard

NOTE: This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

PART 1 – INFORMATION FOR BIDDERS

Bid opening date remains on August 4, 2026 @ 1:30 pm EST

PART 2 – BIDDERS' QUESTIONS AND RESPONSES

Question No. 1: Do we have to remove the vegetative debris offsite? Can we burn it or windrow it?

Response No. 1: Vegetative debris can remain on the site.

Question No. 2: Does the sediment have to be disposed of offsite? Can we pile it back on the existing work area above?

Response No. 2: No, sediment can be disposed of back on the working site.

Question No. 3: Can we pump the pond down through a sediment bag into the existing outflow ditch?

Response No. 3: Yes, the agency has no objections to that if using a sediment bag.

Question No. 4: If not, can we spray the water on the roads for dust control?

Response No. 4: Yes.

Question No. 5: If we need to replace the outflow pipe that runs through the pond crest, can that be a separate line item? There would potentially be some significant cost there. Can we have a detail on how you want that replaced? HDPE, CMP? Bentonite lined?

Response No. 5: No, a line item will not be added. If replacement becomes necessary contractor will replace with same material as existing.

Question No. 6: Do we need to put the riprap back around the outlet control device?

Response No. 6: Yes.

Question No. 7: Could the contract be extended if we have weather events? This project is extremely weather sensitive?

Response No. 7: Yes, if necessary, we could mutually agree on a change order to extend the date.

Question No. 8: Do we need any special permissions or access to get to the site?

Response No. 8: No, notification to the Engineering Office regarding arrivals and departures will be acceptable.

Question No. 9: Can we use an alternate entrance other than through the red gate and up the steep hill?

Response No. 9: Yes.

Question No. 10: What if we receive a large rain event while mucking out the pond and we need to dewater, with the weather unpredictable how should we account for this? Could we have a line item for something like dewatering per day?

Response No. 10: This is a means and methods question, please bid the project as specified.

Question No. 11: If the clay bottom is damaged from earlier de-mucking activities, are we responsible for fixing it?

Response No. 11: No.

Question No. 12: Are we to do an as built upon completion?

Response No. 12: No, as built is not needed for this project.

Question No. 13: Does the excavated silt material have to be hauled and disposed of off-site? There is a active project on-going on the site. Can the material be hauled there to spread out, dry and incorporated for fill on that project?

Response No. 13: No, the excavated material can be put on the active site.

Question No. 14: Can the water pumped from the pond be pumped through a silt bag prior to release into the outlet ditch?

Response No. 14: Yes, pumping the water in a silt bag is acceptable.

Question No. 15: Can the pumped water be used for dust control?

Response No. 15: Yes.

Question No. 16: Is it the owner's intention to replace the outlet structure or repair? Please provide details.

Response No. 16: The standpipe needs to be repaired; it is undetermined at this point whether we need a new one or if the old one is fine. However, the outlet pipe coming out of the pond is currently working.

Question No. 17: Is repairing failure or collapse of the outlet pipe to be performed as part of the contract or be handled as a change order?

Response No. 17: That would be handled via a change order, if needed.

Question No. 18: What is expected if repair of the outlet pipe is in the original contract? Is the pipe to be sleeved or replaced? Please provide details.

Response No. 18: Those details would be addressed in a change order, only if necessary.

END OF ADDENDUM

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ2700000004

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)

- | | |
|--|--|
| ☒ Addendum No. 1 | ☐ Addendum No. 6 |
| ☐ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
| ☐ Addendum No. 5 | ☐ Addendum No. 10 |

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

Spruce Creek Enterprises LLC

Company

Timothy Hogue

Authorized Signature

08/03/26

Date

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