



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

Request for Quotation

RFQ NUMBER
DEFK9026

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES
 NATIONAL GUARD ARMORY
 RTS. 4 & 119, N.

GASSAWAY, WV
 26624 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/28/2009				

BID OPENING DATE: 06/04/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO MODIFY, CLARIFY, AND ADD TO THE ORIGINAL REQUEST FOR QUOTATION SPECIFICATIONS, ANSWER VENDOR QUESTIONS, AND EXTEND THE BID OPENING DATE FROM 5/28/2009 TO 6/4/2009; 1:30 PM.						
REVISED BID OPENING DATE: 6/4/2009						
0001	1	LS		968-20		
BUILDING CONSTRUCTION						
***** THIS IS THE END OF RFQ DEFK9026 ***** TOTAL:						_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

JERRY GOFF ARCHITECTURE**ADDENDUM**

100 First Avenue

P.O. Box 1356

St. Albans, WV 25177

304.722.3379

Fax 304.722.3370

ADDENDUM NO. 1

To: Bidders
 From: Jerry Goff, AIA
 Date: May 27, 2009
 Re: Gassaway Armory Addition & Renovation
 DEFK9026

Drawings and Specifications for the Gassaway Armory Addition & Renovation, Gassaway, West Virginia dated March 26, 2009 as prepared by Jerry Goff Architecture, St. Albans, WV, are hereby amended and all costs accruing, which may result due to the following, shall be included in proposals for this project.

PROJECT MANUAL

1. Supplementary Instruction To Bidders – In second sentence, DELETE “Mechanical and Electrical Sub-contractors”.
2. Bid Form Section II-BID ITEMS, page 2 of 3, Bid Item No. 25 – Under title DELETE “HVAC” and INSERT “HEATER”.
3. Bid Form Section III A – Bid Item Descriptions, page 8 of 13, Bid Item 25 – Under title DELETE “HVAC” and INSERT “HEATER”. Under “Description”, DELETE and INSERT text to read: “This work consist of demolition and disposal of existing hot-water heating system, controls, components, repair and patching, and providing new complete gas-fire Unit Heater system at Drill Hall Room No. 117 as indicated on attached Drawings SKM-1, SKM-2 SKM-3 dated 05/26/2009.”
4. Bid Form Section III B – Alternate Bid Items, page 13 of 13, Bid Item 34 – Alternate No. 9 – DELETE and INSERT text under “Description” to read: “In lieu of new gas-fired Unit Heaters provided under Bid Item No. 25, state Amount to be ADDED to Bid Item No. 25 to provide work including but not limited to electrical work, demolition and disposal of existing equipment, controls and incidentals required to provide complete new HVAC (heating, ventilating and air-conditioning) system for Drill Hall Room No. 117 as indicated on Plans and Specifications dated March 26, 2009.
5. Item No. 1 on the attached document titled FMO-JGA-19, dated May 26, pages 1 thru 11 is hereby made a part of the Contract Documents. Items No. 2 through No. 6 and associated attachments in the document titled FMO-JGA-19, dated 05/26/2009, is hereby made part of Addendum No. 1.

SPECIFICATIONS

6. 04200 – Unit Masonry: Marble stools are specified under 04200, 2.15.
Provide marble stools at windows replaced in existing building under Bid Item 24.
7. 04212 – Brick Unit Masonry: 04212 - 2.1.B.2 – Delete reference “3 5/8” thick”.

8. 10425 – Signage: Doors 63A,B and 64A,B do not require signs.

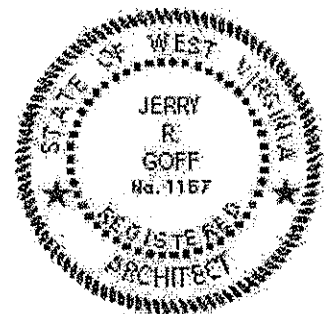
DRAWINGS

9. Drwg A-11 – Food-service Equipment Schedule. ADD the following notes.
- To support items #4,5 and 6, provide custom high pressure laminate (HPL) counter on 7'-0" L. x 2'-6" D. x 3' H. HPL Base Cabinet with (3) hinged doors constructed in accordance with Specification Section 12304. Submit fabrication drawing for approval.
 - Item # 8 – Provide 3-bar tray slides with S/S drop brackets.
 - Item # 15 – Provide closed base with sliding doors on operator side, solid stainless steel (S/S) front on serving side, intermediate shelf in base on unit, full length sneeze-guard with S/S stop and glass front., S/S cutting board on operator side with drop brackets, top cutout for serving wells and (1) solid S/S tray-slide of fixed brackets on serving side. Provide shop drawing for approval.
 - Item # 25 - Pass-Thru shelf at the dishwashing area shall be part of Item #25 (soiled dish-table) and be supplied by Food-service equipment contractor. Provide shop drawing for approval.
10. Drwg A-14 - Vestibule, Room No. 101, masonry walls shall be cavity walls constructed of 4" CMU; 2" cavity with 1.5" rigid insulation; 8" CMU; with masonry reinforcing every second course with Custom Masonry Stone Veneer at all exposed exterior and interior surfaces.
11. Drwg E-1 -
- Fixture type 'H' – locate above doors in Rooms #109, #111. Control fixtures with single-pole snap switch adjacent to switch controlling ceiling lights. Connect to same lighting circuit as ceiling lights.
Fixture type 'Q' and 'R' – DELETE from Schedule.
 - Locker Rm. #110 – In lieu of 'T' fixture provide 'U' fixture with (2) remote heads outside.
 - Vestibule Rm. #101 – In lieu of 'S' fixture provide 'U' fixture with (2) remote heads as indicated.

Attachments:

Document: FMO-JGA-19, dated May 26, pages 1 thru 11
 Drawing: Sketch for Item 3 from FMO-JGA-19 (Chain Link Security Fence)
 Drawing: STD 872-90-03 Chain Link Security Fence Details, dated May 1992
 Drawings: SKM-1, SKM-2, SKM-3 dated 05/26/2009

END



WEST VIRGINIA ARMY NATIONAL GUARD
CONSTRUCTION & FACILITIES MANAGEMENT OFFICE
DESIGN & CONSTRUCTION BRANCH
1703 Coonskin Drive
Charleston, West Virginia, 25311-1085

FMO-JGA-19

26 May 2009

Attn: Jerry Goff
Jerry Goff Architects
100 First Avenue
St. Albans, WV 25177-3379

Subject: DEFK9026, Gassaway Armory Add/Alt Addendums

Dear Mr. Goff,

Please include the following as items within the Addendum to the bid package for DEFK9026 Gassaway Armory Add/Alt.

ITEM #1:

The following sections shall be part of the contract to be signed for DEFK9026 Gassaway Armory Add/Alt:

Section 803. Nondiscrimination.

The Contractor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the State's performance under this Agreement Accordingly, and to the extent applicable, the State covenants and agrees to comply with the following national policies prohibiting discrimination:

- a. On the basis of race, color or national origin, in Title V I of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by DoD regulations at 32 CFR part 195.
- b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 {3 CFR, 1964-1965 Comp. pg. 339}, as implemented by Department of Labor regulations at 41 CFR part 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.
- d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
- e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

Section 804. Lobbying.

a. The Contractor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any Agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Section 805. Drug-Free Work Place.

The Contractor covenants and agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

Section 809. Required Use of American Iron, Steel, and Manufactured Goods—Section 1605 of the American Recovery and Reinvestment Act of 2009—Construction Materials (Interim Award Term)

When awarding Recovery Act funds for construction, alteration, maintenance, or repair that does not involve construction materials covered under international agreements, the agency shall use the following award term:

(a) *Definitions.* As used in this award term and condition—

“Building or work” means construction, maintenance, alteration, or repair. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not “building” or “work” within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

“Construction material” means an article, material, or supply brought to the construction site by the recipient, subrecipient or a subcontractor for incorporation into the building or work. The

term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Domestic construction material" means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

"Foreign construction material" means a construction material other than a domestic construction material.

"Manufactured good or product" means a good or product used as construction material in a project that is the result of processing materials by way of machinery and/or labor that produce a substantially different article. Where the basic character, function, or kind of material processed remains the same, it is not manufactured.

"Manufactured construction material" means any construction material that is not unmanufactured construction material."

"Public building or public work" means building or work, the construction, alteration, maintenance, or repair of which, as defined in this award term, is carried on directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

"Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"United States" means the 50 States, the District of Columbia, and outlying areas including:

- (1) Commonwealths- (i) Puerto Rico. (ii) The Northern Mariana Islands;
- (2) Territories. (i) American Samoa. (ii) Guam. (iii) U.S. Virgin Islands;

(3) Minor outlying islands.

(i) Baker Island. (ii) Howland Island. (iii) Jarvis Island. (iv) Johnston Atoll. (v) Kingman Reef. (vi) Midway Islands. (vii) Navassa Island. (viii) Palmyra Atoll. (ix) Wake Atoll.

(b) *Domestic preference.*

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act)(Pub. L. 111-5), by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States.

(2) The recipient shall use only domestic construction material in performing this project, except as provided in paragraph (b)(3) and (b)(4) of this term and condition.

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

NONE

[Award official to list applicable accepted materials or indicate "none"]

(4) The award official may add other foreign construction material to the list in paragraph (b)(3) of this term and condition if the Federal government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act to a particular construction material would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.*

(1) (i) Any recipient request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and

- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.
- (iv) Any recipient request for a determination submitted after award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal government determines after award that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign construction material. When the basis of the exception is non-availability or public interest, the amended award shall reflect adjustment of the award amount or redistribution of budgeted funds, as appropriate, to cover costs associated with acquiring or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed.

Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[Include all delivery costs to the construction site.]*

(End of award term)

**Section 810. Required Use of American Iron, Steel, and Manufactured Goods
(Construction Materials under International Agreements)—Section 1605 of
the American Recovery and Reinvestment Act of 2009 (Interim Award
Term)**

When awarding Recovery Act funds for construction, alteration, maintenance, or repair that involves construction materials covered under international agreements, the agency shall use the following award term:

(a) *Definitions.* As used in this award term and condition—

“Building or work” includes, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not “building” or “work” within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

“Construction material” means iron, steel, and other manufactured goods used as construction material brought to the construction site by the recipient, subrecipient, or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Designated country” --

(1) The World Trade Organization Government Procurement Agreement (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia)

"Designated country construction material" means a construction material that --

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed is

"Foreign construction material" means a construction material other than a domestic construction material.

"Manufactured construction material" means any construction material that is not unmanufactured construction material."

"Public building or public work" means building or work, the construction, alteration, maintenance, or repair of which, as defined in this Subpart, is carried on directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

"Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Construction materials.*

(1) This award term and condition implements

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and other manufactured goods used as

construction material in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country construction materials. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used as construction material in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services, or where the iron, steel or manufactured goods used as construction material in the project are from a least developed country. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country construction material in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this term and condition.

(3) The requirement in paragraph (b)(2) of this term and condition does not apply to the construction materials or components listed by the Government as follows:

NONE

[Award official to list applicable excepted materials or indicate "none"]

(4) The award official may add other construction material to the list in paragraph (b)(3) of this award term and condition if the Federal government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1) (i) Any recipient request to use foreign construction material in accordance with paragraph(b)(4) of this term and condition shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph(b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph(d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal government determines after award that an exception to section 1605 of the Recovery Act applies and the award official will amend the award to allow use of the foreign construction material. When the basis of the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount or redistribution of budgeted funds, as appropriate, to cover costs associated with acquiring or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in paragraph (b)(4)(i) of this term and condition

(3) Unless the Government determines that an exception to the section 1605 of the Recovery Act applies, use of foreign construction material other than designated country construction material is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]
[Include all delivery costs to the construction site].*

Section 812. Copeland "Anti-Kickback" Act.

The Contractor covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this Agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Section 813. Contract Work Hours and Safety Standards Act.

The Contractor covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this Agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this Agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

Section 815. Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009 (Interim Award Term)

- (a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Following is a quick guide help you determine applicability of section 1606 to projects funded in part or in whole with Recovery Act funds:

Section 1606 of the American Recovery and Reinvestment Act of 2009 - Wage Rate Requirements

- Applies to "all laborers and mechanics employed by contractors and subcontractors."
- Applies to "...projects funded directly by or assisted in whole or in part by and through the Federal Government"
- No requirement for direct employment on the site of work.
- No minimum dollar value.
- "Projects" (not specific to construction, alteration, and/or repair).
- No limitation to Public Buildings or Public Works of the U.S. or D.C.
- No geographical limits.
- Must pay wage rates not less than those determined by the Secretary of Labor in accordance

with 40 USC 3141 – 3148 (Wage Rate Requirements).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency.

Section 816. Reporting and Registration Requirement under Section 1512 of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (Interim Award Term)

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The first report is due no later than ten days after the initial calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act, or July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds.

(d) The recipient shall report the following information, using the reporting instructions that will be provided online at www.FederalReporting.gov, unless the information is pre-populated—

Following are the Government wide standard set of data elements for reporting information under sections 1512(c) and 1609(c) of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("Recovery Act").

(Reference Attachment 1)

Section 817. Whistleblower Protection. (Interim Award Term)

Each recipient or sub-recipient awarded funds made available under the (RA) shall promptly refer to the Department of Defense, Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. ((RA) Section 1553) The Department of Defense, Office of Inspector General can be reached at 800-424-9098 or by e-mail: hotline@dodig.mil

Section 818. Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients (Interim Award Term)

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215, subpart 21 "Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "(RA)-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each sub recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the sub awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Recipients agree to require their sub recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of Recovery Act funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

ITEM #2:

If heaters and associated HVAC equipment are demoed in the existing Drill Hall, these items must be saved for future C&FMO use.

ITEM #3:

Add FE6 chain link security fencing (see attached detail; Type FE6-TR-72) between existing motor vehicle pool and proposed steel pipe gate (proposed steel pipe gate listed as SN-14 on sheet S-2). (See attached sketch labeled ITEM #3)

ITEM #4:

The Bid Opening is set for June 4, 2009 at 1:30 PM.

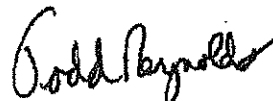
ITEM #5:

The contractor will be billed for the utilities at the site during the course of construction. The utilities remain in the owner's name during this time. Utilities will be coordinated with MAJ Mike Beckner, (304) 561-6333.

ITEM #6:

Any asbestos abatement will be the responsibility of the owner.

Sincerely,



TODD REYNOLDS
Project Manager

Attachments: Item#3 Sketch, FE6 Fencing Detail

Cc:
LTC Shafer, FMO

TO SIDING.

(4) TYPE 'M' FIXTURES ON CONCRETE PEDESTAL; SEE LIGHT POLE BASE DETAIL ON DRAWING SD-2. FIXTURE TO BE POWERED BY PHOTOC 'OFF'. EXTEND CIRCUITS & CONNECT TO EXISTING PANEL IN EXISTING PORTABLE OFFICE BUILDING. PROVIDE TWO (2) #4 W/ #8 GND IN T C POLE, THEN PROVIDE TWO (2) #8 W/ #10 GND IN T CONDUIT BETWEEN SECOND & THIRD POLES.

TYPE 'N' FIXTURES ON STANCHION; SEE STANCHION DETAIL ON DRAWING SU-2. FIXTURE TO BE POWERED BY PHOTOCCELL - 'ON', THER - 'C CIRCUIT #E-53. PROVIDE TWO (2) #10 W/ #10 GND IN T CONDUIT TO SIGN.

EXISTING GAS PIPE SHALL BE CUT, PURGED, CAPPED & ABANDONDED IN PLACE. REMOVE EXISTING GOOSENECK (AT BUILDING) TO TEE

CONNECT NEW 2" GAS (50 PSI) TO EXISTING METER & ROUTE AS INDICATED. CUT & TRENCH EXISTING ROAD & PROVIDE 6" STEEL PIPE CA NOTE - STEEL CASING TO BE WELDED DUCTILE IRON (35,000 PSI RATED) CONFORMING TO AWWA A-53, GRADE 'B' W/ WELDED JOINT; ON INTERIOR & EXTERIOR OF CASING. VENT SLEEVE IN ACCORDANCE W/ LOCAL GAS UTILITY REQUIREMENTS.

INSTALL TEE IN EXISTING 1 1/2" WATER LINE & EXTEND NEW 3/4" WATER SERVICE W/ SHUT-OFF VALVE TO NEW WATER HYDRANT AS SHC ON DRAWING SD-2.

EXTEND 2" CONDUIT W/ PULL-WIRE FOR CABLE TV SERVICE FROM ROOM #16 UNDERGROUND TO UTILITY POLE AS DIRECTED.

GREASE TRAP; SEE PLUMBING DRAWINGS FOR PIPING. COORDINATE LOCATION W/ EXISTING & NEW UTILITIES. VERIFY REQUIREMENTS W/ CONTRACTOR SHALL PROVIDE AS EXTERIOR RATED, FREESTANDING AIR COMPRESSOR (20 ACFM @ 125 PSIG) ON SITE. INSTALL TWO (2) CONNECT POWER WIRING TO CIRCUIT EMA-22. VERIFY FINAL LOCATION AT WASH PLATFORM W/ OWNER.

SU-6

SU-7

SU-8

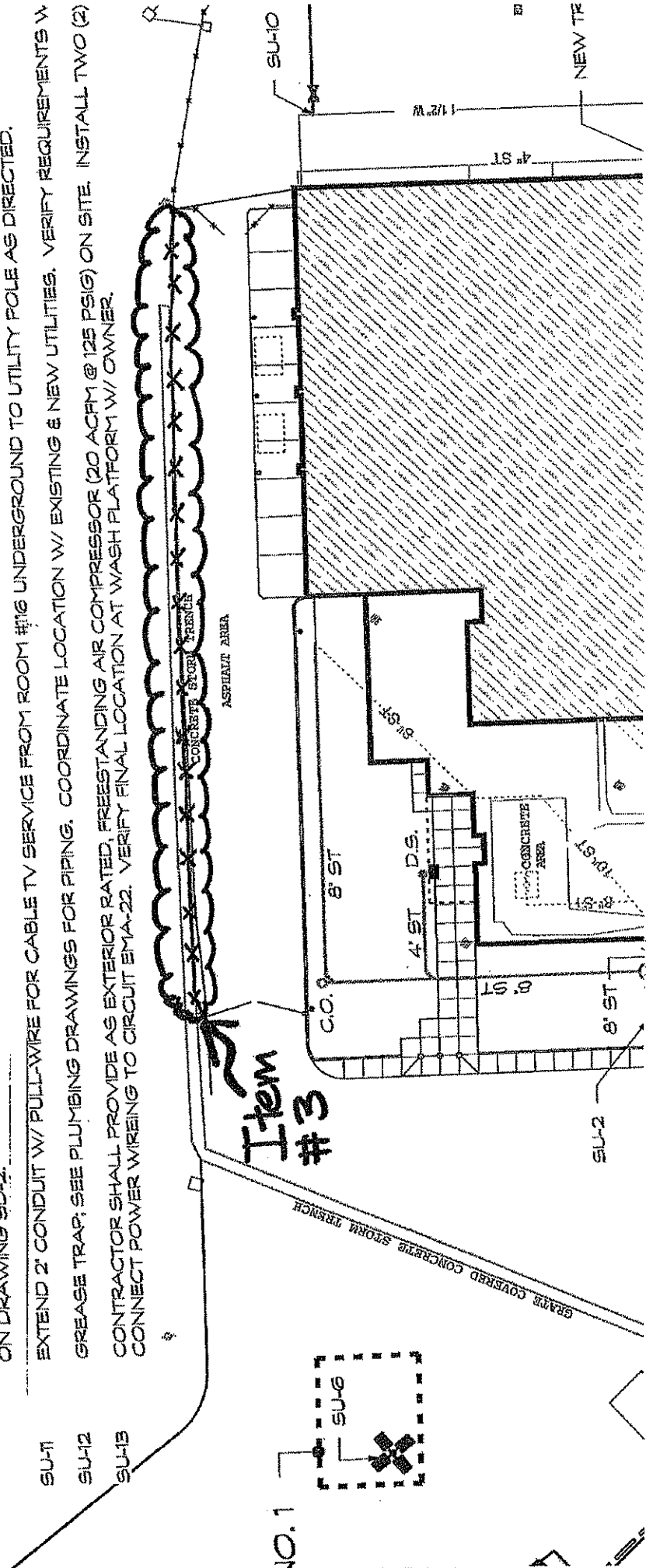
SU-9

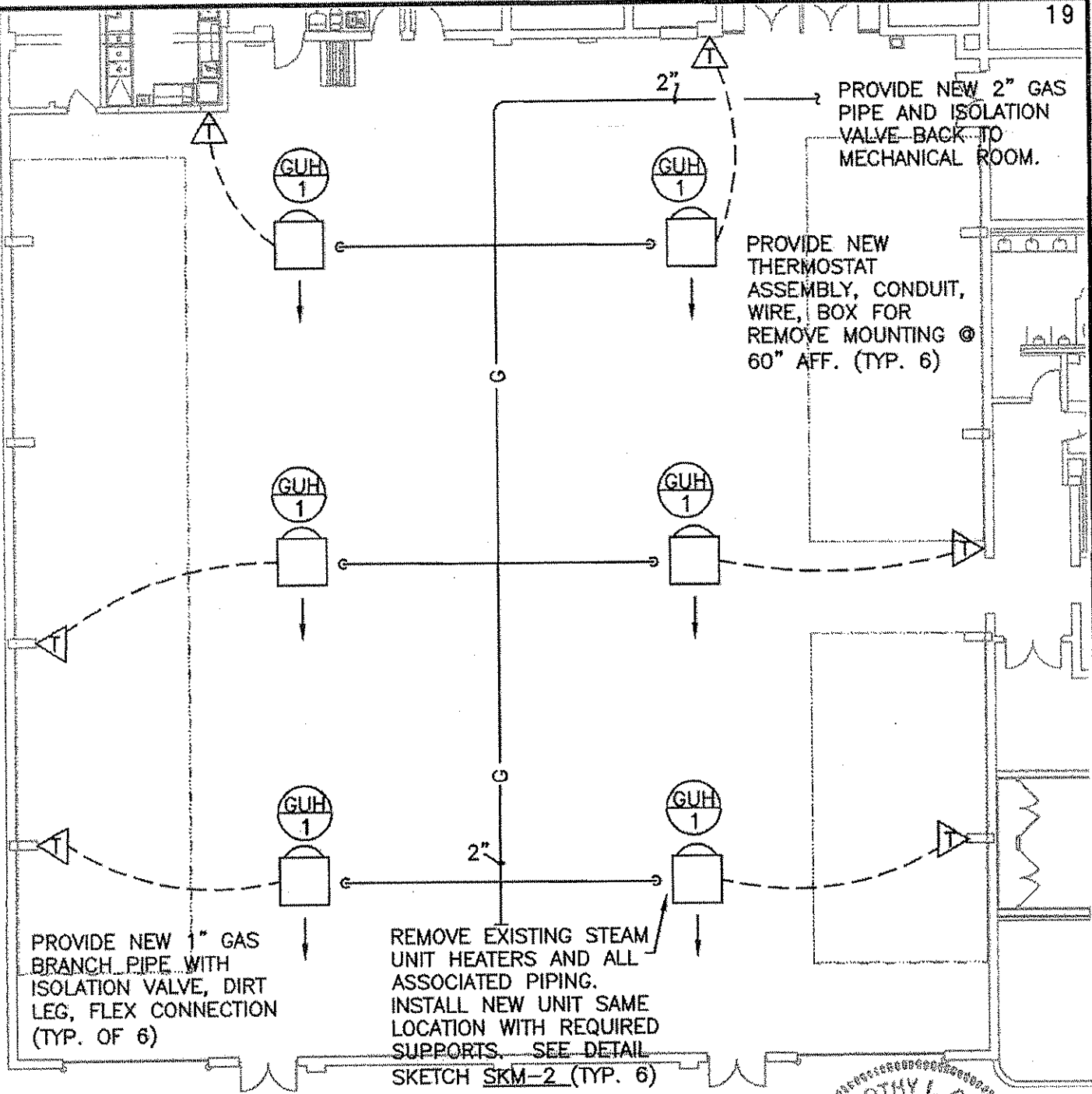
SU-10

SU-11

SU-12

SU-13





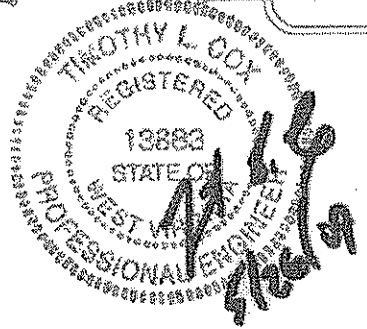
PROVIDE NEW 2" GAS PIPE AND ISOLATION VALVE BACK TO MECHANICAL ROOM.

PROVIDE NEW THERMOSTAT ASSEMBLY, CONDUIT, WIRE, BOX FOR REMOVE MOUNTING @ 60" AFF. (TYP. 6)

PROVIDE NEW 1" GAS BRANCH PIPE WITH ISOLATION VALVE, DIRT LEG, FLEX CONNECTION (TYP. OF 6)

REMOVE EXISTING STEAM UNIT HEATERS AND ALL ASSOCIATED PIPING. INSTALL NEW UNIT SAME LOCATION WITH REQUIRED SUPPORTS. SEE DETAIL SKETCH SKM-2 (TYP. 6)

ELECTRICAL COORDINATION NOTE:
 RECONNECT NEW GAS UNIT HEATERS TO EXISTING CIRCUITS SERVING THE HEATERS TO BE REMOVED.

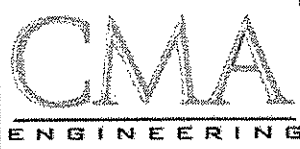


PARTIAL FLOOR PLAN (BASE BID)

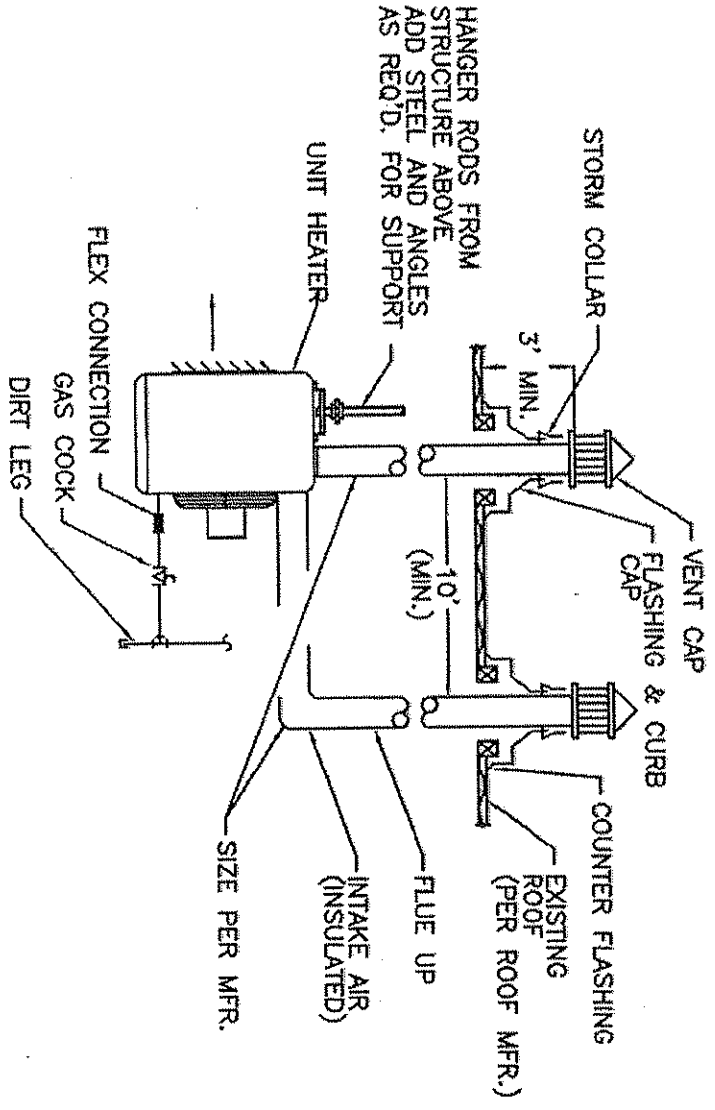
SCALE: 1/16" = 1'-0"

GASSAWAY ARMORY
 ADDITION and RENOVATION
 GASSAWAY, WV

DRAWN BY: STAFF
 CHECKED BY: TLC
 DATE: 05/26/09
 DWG. NO:
SKM-1

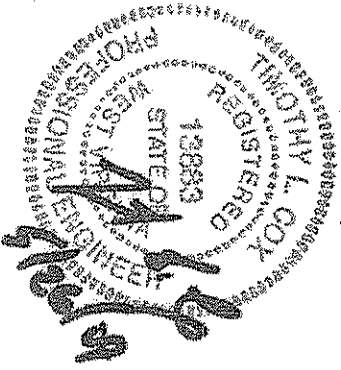


Cingwood/McBryer & Assoc. Inc.
 824 CROSS LANES DRIVE
 CHARLESTON, WV 25313
 PHONE: (304) 343-0316
 5 RIDDLE COURT
 MORGANTOWN, WV 26505
 PHONE: (304) 598-2558



**GAS-FIRED
UNIT HEATER DETAIL**
NO SCALE

(BASE BID)



**GASSAWAY ARMORY
ADDITION and RENOVATION**

GASSAWAY, WV

DRAWN BY: STAFF
CHECKED BY: TLC
DATE: 05/26/08

DWG. NO:
SKM-2



Clayton/McDroyer & Assoc. Inc.
824 CROSS LANES DRIVE
CHARLESTON, WV 25313
PHONE: (304) 343-0316
5 FIDDLE COURT
MORGANTOWN, WV 26505
PHONE: (304) 598-2558

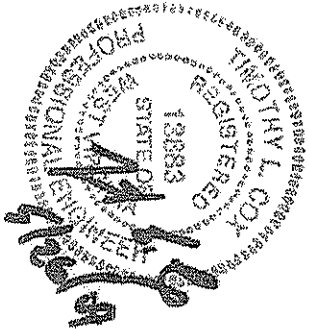
GAS UNIT HEATER SCHEDULE

MARK	MFR.	MODEL NO.	TOTAL CAP. MBH	HP	RPM	CFM	ELEC. CHAR.	REMARKS
GUH-1	TRANE	GKND	100	1/4	1725	1200	120V/1Ø/60	1

NOTES:

1. SEPARATE COMBUSTION CHAMBER UNIT, WITH PACKAGED CONTROLS, REMOVE ELECTRONIC MODULATING THERMOSTAT, MOUNTING ACCESSORIES, DISCHARGE LOUVER, NATURAL GAS, UNIT MOUNTED DISCONNECT.

(BASE BID)



GASSAWAY ARMORY
 ADDITION and RENOVATION

GASSAWAY, WV

DRAWN BY: STAFF
 CHECKED BY: TLC
 DATE: 05/26/09

DWG. NO:
SKM-3



Chappell/McBryer & Assoc. Inc.
 824 CROSS LANES DRIVE
 CHARLESTON, WV 25313
 PHONE: (304) 343-0316
 5 RIDDLE COURT
 MORGANTOWN, WV 26505
 PHONE: (304) 598-2558

GASSAWAY ARMORY ADDITION & RENOVATION
MINUTES OF PRE-BID CONFERENCE

May 20, 2009

A Pre-Bid meeting for the Addition and Renovations to the Gassaway Armory was held on Thursday, May 14, 2009 at 10:00 am at the project site. The following was discussed:

Contractors were directed to sign in and provide information as requested on the Pre-Bid sign-in sheet prepared by C&FMO.

1. ADMINISTRATIVE - Todd Reynolds with the West Virginia Army Reserve National Guard Construction & Facilities Management Office opened the meeting and provided the following administrative information:
 - a. The Pre-Bid meeting for the subject contract at 1000 hrs, 14 May 2009, at the Gassaway Armory.
 - b. Mandatory Pre-Bid attendance - sign-in
 - c. Funding: Federally and State funded, State administrated project. Contractors were made aware that any change orders will have to be approved by both Federal and State agencies, therefore delays are to be expected.
 - d. User: West Virginia Army National Guard
 - e. Administrator: Construction & Facilities Management Office, WVARNG

2. INTRODUCTION - T. Reynolds introduced the following:
 - a. C&FMO
 - i. Address
1703 Coonskin Drive
Charleston, WV 25311
 - ii. LTC David Shafer, C&FMO (not present)
(304)561-6539
 - iii. LTC Garrett Cottrell, PE, Chief, Design & Construction (not present)
email: garrett.b.cottrell@wv.ngb.army.mil
(304)561-6452
 - iv. Todd Reynolds, Project Manager
email: todd.reynolds3@wv.ngb.army.mil
(304)561-6568 (o) (304)561-6458 (f)
 - v. Darrell Sears, Project Manager (not present)
email: darrell.a.sears@wv.ngb.army.mil
(304)561-6676 (o) (304)561-6458 (f)
 - vi. MAJ Mike Beckner, Facilities Maint. Branch Chief (not present)
(304)561-6333 (o)
 - vii. COL Gary Blackhurst, Environmental Program Management Officer
(304)561-6445 (o)
 - b. Division of Purchasing
 - i. Mr. John Abbott (not present)
email: john.h.abbott@wv.gov
(304)558-2544 (o) (304)558-4115 (f)
 - ii. Mr. Ron Price represented the Division of Purchasing

- c. Designer of Record
- i. Jerry Goff, AIA, Jerry Goff Architecture
100 First Avenue, PO Box 1356
St. Albans, WV 25177
email: jerry@jerrygoffaia.com
(304)722-3379 (o) (304)722-3370 (f)
 - ii. Mike Newton, PE, PS, Qk4 Engineering (Civil)
802 B Street
St. Albans, WV 25177
email: mnewton@qk4.com
(304)201-8980 (o) (304)201-8983 (f)
 - iii. Dan Ellars, PE, CMA Engineering (P,M&E)
824 Cross Lanes Drive
Charleston, WV 25313
email: dellars@cmawv.com
(304)343-0316 (o) (304)343-5146 (f)

T. Reynolds stated some parties were not present due to their deployment to assist with flooding caused by recent rains.

3. BIDDING ISSUES - T. Reynolds reviewed the issues pertaining to bidding the project.
Contractors were made aware that all questions are to be submitted to John Abbott at Purchasing via email no later than noon on Monday, May 25, 2009. Contractors were made aware the Bid Opening has been changed to June 4, 2009 at 1:30 pm.
4. FEDERAL RELATIONSHIP - T. Reynolds reviewed the general provision "Relationship of the Federal Government"
5. WORK HOURS/ACCESS TO THE SITE/TEMPORARY FACILITIES - T. Reynolds reviewed the work hours, access to the site and the temporary facilities requirements for the project.
6. CONTRACT DURATION LIQUIDATED DAMAGES - T. Reynolds reviewed the contract duration (270 days from the NTP) and the liquidated damages for the project.
7. SAFETY - T. Reynolds reviewed the safety requirements for the project.
8. SUPERVISION OF WORK - T. Reynolds reviewed the supervision requirements for the project.
9. ASPECTS OF THE CONTRACT - T. Reynolds reviewed the Division 01000 requirements in the Project Manual for the project, calling specific attention to the following sections:
 - a. Modification Procedures - Section 01035
 - b. Project Coordination - Section 01040
 - c. Cutting and patching - Section 01045
 - d. Meetings - Section 01200
 - e. Submittals - Section 01300
 - f. CPM Construction Scheduling - Section 01355
Contractors were strongly urged to review schedule requirements, definitions and quality requirements.
 - g. Materials and Equipment - Section 01600
 - h. Warranties - Section 01740

Contractors were advised to carefully review and familiarize themselves with the newly developed CPM Construction Scheduling - Section 01355.

10. SUBSTITUTIONS - Jerry Goff reviewed the requirements and procedures regarding material substitutions for the project.
11. SUMMARY OF WORK
 - a. J. Goff discussed the Summary of Work and a brief project description stating the project included approximately 4,800 SF of new construction and 24,000 SF of renovation work.
 - b. J. Goff introduced Ron Price with the WV State Purchasing Division, who reviewed the requirements for obtaining bid documents from State Purchasing. R. Price called attention to Document 21.1.D.5 pertaining to a "Drug Free Workplace". R. Price discussed the bid bond including the seal requirements, addenda acknowledgment and Page 9 of the documents requesting contact information. A contractor asked a question regarding Monday, May 25, 2009, Memorial Day, which is the last day questions must be submitted to Purchasing Division. R. Price stated their office would be closed, but their email would be working.
 - c. T. Reynolds introduced COL Gary Blackhurst, who reviewed the environmental requirements for the project including air emissions, waste handling, recycling, burning (not permitted), hazardous wastes, fuels/oils/lubricants and reports. COL. Blackhurst confirmed that a storm water permit would not be required for the project due to the size of undisturbed area, but stated the requirements regarding environmental compliance are to be handled as if there was a permit. J. Goff commented that if the Contractor should for any reason disturb more than one acre of site area during construction, the Contractor will be required to make application and pay for all Construction Storm Water permits required. The Contractor will be responsible for construction delays associated with application for WVDEP Construction Storm Water Permit.
 - d. J. Goff introduced Mike Newton with Qk4 Engineers, who reviewed the Sediment & Erosion control requirements for the development of the parking lot, utility installations and trench restorations.
12. QUESTIONS & ANSWERS - T. Reynolds inquired if anyone had any questions at this time.
 - a. J. Goff asked if T. Reynolds could review the requirements regarding utility billings during the construction period. T. Reynolds stated he would verify this with MAJ Mike Beckner and would indicate this in the addendum.
13. CLOSING COMMENTS - T. Reynolds adjourned the meeting and requested J. Goff perform a walk-thru of the facility with the Contractors.
 - a. Jerry Goff led all parties desiring to participate in a walk-thru of the facility. Sgt. Hacker reported individuals could arrange to visit the building during normal working areas by contacting him at the site.

Attachments: Pre-bid Sign-in Form
Pre-bid Agenda

C&FMO-WVARNG

Re: Pre-Bid Meeting Agenda; Gassaway Armory, Gassaway, WV

The following constitutes a Pre-bid Meeting Agenda for DEFK9026, Gassaway Armory Add/Alt.

Date: 14 May 2009

Time: 10:00 AM

Location: Gassaway (Braxton Co.) Armory, Gassaway, WV

- 1. ADMINISTRATIVE:** **T. REYNOLDS**
- a. The Pre-bid meeting for the subject contract at 1000 hrs, 14 May 2009, at the Gassaway Armory
 - b. Mandatory pre-bid attendance - Sign-In
 - c. Funding: Federally and State funded, State administrated project.
 - d. User: West Virginia Army National Guard
 - e. Administrator: Construction & Facilities Management Office, WVARNG
- 2. INTRODUCTION:** **T. REYNOLDS**
- a. C&FMO:**
- i. Address
1703 Coonskin Drive
Charleston, WV 25311
 - ii. LTC David Shafer, CFMO
(304) 561-6539
 - iii. LTC Garrett Cottrell, PE, Chief, Design & Construction
Email: Garrett.b.cottrell@wv.ngb.army.mil
(304) 561-6452
 - iv. Todd Reynolds, Project Manager
Email: todd.reynolds3@wv.ngb.army.mil
(304) 561-6568 (o) (304) 561-6458 (fax)
 - v. Darrell Sears, Project Manager
Email: darrell.a.sears@wv.ngb.army.mil
(304) 561-6676 (o) (304) 561-6458 (fax)

- vi. MAJ Mike Beckner, Facilities Maintenance Branch Chief
(304) 561-6333 (o)
- vii. COL Gary Blackhurst, Environmental Program Management Officer
(304) 561-6445(o)

b. DIVISION OF PURCHASING:

- i. Mr. John Abbott (Mr. Ron Price attending)
(304) 558-2544
(304) 558-4115 (fax)

c. DESIGNER OF RECORD:

- i. Address:
Jerry Goff Architecture
100 First Ave.
St. Albans, WV 25177
Ph: (304) 722-3379
Jerry Goff
- ii. Subcontractors to include:
QK4 – Civil
CMA – Mechanical/Electrical

3. BIDDING ISSUES

T. REYNOLDS

- a. Questions must be submitted to Purchasing Division, attention Mr. John Abbott via email (john.h.abbott@wv.gov) no later than noon on Monday, May 25, 2009.
- b. Direct discussion is not authorized with the Designer of Record, the Facilities Engineer, or the Project Manager.
- c. State Wage Rates/Davis Bacon Act Applies (Whichever rate is greater);
<http://www.gpo.gov/davisbacon/>
- d. Bid Opening is set for June 4, 2009 at 1:30 PM.
- e. Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government.
- f. Government assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

- g. The solicitation and specification remain unchanged regardless of what is said at the pre-bid conference unless they are changed by formal amendment to the solicitation.

4. FEDERAL RELATIONSHIP **T. REYNOLDS**

- a. Review General Provision 1, "Relationship of the Federal Government"

5. WORK HOURS/ ACCESS TO THE SITE/TEMPORARY FACILITIES **T. REYNOLDS**

- a. The Contractor will have access to the site from 0700 to 1800 hrs, Monday to Friday. If work hours must be modified, these will be approved on a case-by-case via the Project Manager (T. Reynolds) and the Designer of Record.
- b. Contractor is required to provide to the Project Manager, a listing of personnel, which will be gaining access to the site at the first pre-construction meeting. (*Section 01040-1.03.E*)
- c. Superintendence: In accordance with Contract documents, the Contractor must maintain full-time, active superintendent on the job. Duties of the superintendent will be identified at the first pre-construction meeting. (*Section 01040-1.03.E*)
- d. Temporary Facilities:
 - i. Job trailer, equipment and material storage must be located to allow access of unit personnel to their designated temporary facility and parking.
 - ii. Power and water are available on-site. Utility cost for the site during construction is the responsibility of the contractor.
 - iii. Access to WV-ARNG temporary facility is not authorized.

6. CONTRACT DURATION LIQUIDATED DAMAGES **T. REYNOLDS**

- a. Liquidated Damages
 - i. Duration of the contract is 270 days from the NTP.
 - ii. Liquidated Damages is \$1,150 per day plus one time fixed cost of \$1,250 for Staff Judge Advocate Review. Per Article 9.11.1 Supplement General Provisions and GP 54, "Liquidated Damages".

7. SAFETY **T. REYNOLDS**

- a. All construction activities will be in conjunction with OHSA, Safety and Health Requirements Manual (US Army Corps of Engineers). As noted, the Army safety and health standards mirror OHSA. All construction activities on site will be a hardhat area and marked as such.

- b. Access to the site will be restricted and controlled by the Contractor. A visitor's sign-in and hardhats to be made available for personnel visiting site.
- c. Temporary fueling operations: Any temporary fueling operation will be maintained in accordance with OHSA and WV Fire Marshall Standards to included secondary containment, fire extinguishers, and spill control.
- d. Cleanup required daily by each perspective sub and General Contractor: No open dumps of construction materials. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property. Crushed pavement, gravel and clean soil may be given to nearby landowners with written approval from the C&FMO.

8. SUPERVISION OF WORK

T. REYNOLDS

- a. Designer of Record will have the responsibility for the observation of Contractor's quality of work. The Designer of Record will provide recommendations for actions regarding progress payments, change orders, and acceptance of work.

9. ASPECTS OF CONTRACT

T. REYNOLDS

- a. Modification Procedures – Section 1035
- b. Project Coordination (Correspondence) – Section 1040
- c. Cutting and Patching – Section 1045
- d. Meetings – Section 01200
- e. Submittals – Section 01300
- f. CPM Construction Scheduling – Section 1355
- g. Materials and Equipment – Section 1600
- h. Warranties – Section 1740

10. SUBSTITUTIONS

JGA

- a. Substitution requests must be submitted within 60 days of Notice to Proceed.
- b. Substitution requests will only be considered when one or more of the following applies:
 - i. Extensive revisions to the Contract Documents are not required.
 - ii. Proposed changes are in keeping with the intent of the Contract Documents.
 - iii. The request is timely, fully documented and properly submitted.
 - iv. The specified product or method cannot be provided within the Contract Time. The Architect will not consider the request if the specified product cannot be provided as a result of failure to pursue the Work promptly.
 - v. The request is related to an "or-equal" clause.
 - vi. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Such additional responsibilities for the Owner may include additional expenses for redesign and evaluation services, increased cost of related construction, and

- other similar considerations.
 - vii. The specified product cannot receive approval by a governing authority, and the substitution can be approved.
 - viii. The Contractor's submittal and the Architect's review or approval of Shop Drawings, Product Data or Samples that relate to a substitute does not by itself constitute a final approval of the requested substitution, nor does it relieve the Contractor from fulfilling existing Contract Requirements. Final approval will be granted by the Owner and confirmed in the form of a Change Order.
- c. Approval by the Contracting Officer of Material Submittals shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance as stated in (d) below.
- d. If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

11. SUMMARY OF WORK

JGA

a. Project Description

- i. Project consists of the expansion and renovation of the existing facility for the Gassaway Armory, Gassaway, West Virginia.
- ii. Work will be constructed under a single prime contractor.
- iii. Contractor shall have full use of premises for construction operations, subject to limitations and requirements of the West Virginia Army National Guard.
- iv. Contractor is responsible for keeping driveways and entrances serving the premises clear and available for the Owner's use.
- v. If the existing Drill Hall heaters are demoed, then they must be saved for C&FMO use.

b. SCOPE OF CIVIL WORK

- i. Review the scope of work for subject project JGA
- ii. Purchasing Documents **PURCHASING DIVISION**
 - (a) General insurance/bonds from prime contractor are due prior to NTP. Copies to be provided to CFMO. For the subcontractors, copies of insurance due prior to start of work.

- (b) Drug Free Compliance Affidavit
- iii. Environmental Issues/comments **ENVIRONMENTAL**
 (a) On-site Burning/Waste Disposal
 (b) Spills of fuels: The Contractor must notify the Owner of any fuel spills as soon as possible.
 (c) Reporting Procedure
- iv. Construction Storm Water Permit **ENVIRONMENTAL/QK4**
- v. Sediment Erosion Control Measures **ENVIRONMENTAL/QK4**
 (a) Need copies of inspections made by DEP
 (b) Silt Fence must be maintained throughout project

12. QUESTIONS AND ANSWERS**T. REYNOLDS****13. CLOSING COMMENTS****T. REYNOLDS**

- Meeting notes will be published through state purchasing, along with clarifications to contract documents.
- Any further question will be addressed through an Addendum released after the question period has closed.
- Any further questions between now and bid award must be directed to John Abbott at State Purchasing via email (john.h.abbott@wv.gov) no later than noon on Monday, May 25, 2009.

SIGN IN SHEET

Date: _____

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TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE TOLL FREE	FAX
Company: <u>Cut then Construction Co</u>	<u>Rt 2 PO Box 205</u>	<u>623-2573</u>	
Rep: <u>Michael Yeager</u>	<u>Clarksburg, WV</u>		
Email Address: <u>Beau Henderson</u>			<u>804 326 6970</u>
Company: <u>PARAMOUNT BUILDERS</u>	<u>501 6TH AVE</u>	<u>304 727-2770</u>	
Rep: <u>MICHAEL LUCAS</u>	<u>PO BOX 1370</u>		
Email Address: <u>dfoster@PARAMOUNTWV.COM</u>	<u>St Albans WV 25177</u>		<u>304 722-4330</u>
Company: <u>Meadows Stone & Paving, Inc</u>	<u>PO Box 10</u>	<u>PHONE 304-364-5151</u>	
Rep: <u>Matt Dittman</u>	<u>Gassaway, WV 26624</u>		
Email Address: <u>mdittman@wvds.net</u>			<u>FAX 304-364-5153</u>
Company: <u>h AL Contracting LLC</u>	<u>7451 WV Hwy 6E</u>	<u>PHONE 304-290-3303</u>	
Rep: <u>Daniel Loftis</u>	<u>Burnsville WV 26335</u>		
Email Address: <u>Loftis.daniel@jabar.com</u>			<u>FAX 304-290-5592</u>
Company: <u>F. K. Everest</u>	<u>1841 Locust Ave</u>	<u>PHONE 304-363-8830</u>	
Rep: <u>Davis Swiger</u>	<u>Fairmont W.V. 26554</u>		
Email Address: <u>dswiger@fkeverest.com</u>			<u>FAX 304-363-8946</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE TOLL FREE	FAX
Company: <u>David Donald</u>	<u>515 Third Ave</u>	PHONE <u>744-8479</u>	
Rep: <u>Scott Sanders</u>	<u>5 Charlesford, WV</u>	TOLL FREE	
Email Address: <u>ssanders@daiddonald.net</u>	<u>25303</u>	FAX <u>744-8491</u>	
Company: <u>Haystack Const.</u>	<u>Po Box 447 Hurricane</u>	PHONE <u>304 757-9346</u>	
Rep: <u>Brad Watson</u>	<u>WVA 25526</u>	TOLL FREE	
Email Address: _____	_____	FAX <u>304 757-9561</u>	
Company: <u>Beckert LLC</u>	<u>Brick & Block Po Box 216</u>	PHONE <u>304 338-2660</u>	
Rep: <u>Steve Roban</u>	<u>Beekley WV</u>	TOLL FREE	
Email Address: _____	<u>26253</u>	FAX <u>304 338-2602</u>	
Company: <u>Breakaway Inc.</u>	<u>1075 Old Turnpike Rd</u>	PHONE <u>765-5317</u>	
Rep: <u>Doug Vincent</u>	<u>Sutton WV 26601</u>	TOLL FREE	
Email Address: <u>breakawayinc@verizon.net</u>	_____	FAX <u>765-5389</u>	
Company: <u>Williams Mechanical</u>	<u>William Mcminn</u>	PHONE <u>252-3780</u>	
Rep: <u>RL Williams</u>	<u>ESutherland, WV</u>	TOLL FREE	
Email Address: _____	<u>o.com</u>	FAX <u>252-3785</u>	

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE TOLL FREE	FAX
Company: EASTERN ELECTRIC, LLC	P.O. Box 93	PHONE 304-972-4868	
Rep: JOHN KUHN	MT. NEBO, WV	TOLL FREE	
Email Address: JKUHN@EASTERNLECTRIC.LLC.COM	26679	FAX 304-972-3634	
Company: STEBBS Electric co p.c	295 Freeman Dr	PHONE 304 765-0448	
Rep: Paul STEBBS	Sutton, wv 26001	TOLL FREE	
Email Address: STEBBS@Electric.Bermain.wv		FAX 304 765-0445	
Company: Neighboryall Const.	7216 Ave Huntington	PHONE 304-525-5181	
Rep: Tracey WERT	W.V. 25701	TOLL FREE	
Email Address: DM@Carby@Neighboryall.com		FAX 304-525-7795	
Company: Pro Contracting Etc	P.O. Box 2492	PHONE 304-622-2400	
Rep: Dave Land	Charleston WV 26801	TOLL FREE	
Email Address: dland@procontract.com		FAX 304-622-2410	
Company: Rock Branch Mech.		PHONE 304-755-0373	
Rep: Allen Jones	132 Harris Dr.	TOLL FREE	
Email Address: ajones@wvdsb.net	Poca WV 25159	FAX 304-755-5270	

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FIRM & REPRESENTATIVE NAME MAILING ADDRESS

Company: <u>Richs Refrigeration Inc</u>	<u>1151 Airport Rd</u>	PHONE <u>304 765 5833</u>
Rep: <u>Rocky Stewart</u>	<u>Bullton NJ 29601</u>	TOLL FREE
Email Address: <u>richs@mountain.net</u>		FAX <u>304 765 8063</u>
Company: <u>B-C Electric</u>	<u>345 Coon CK</u>	PHONE <u>304-364-4026</u>
Rep: <u>Michael Butcher</u>	<u>Sumter WV</u>	TOLL FREE
Email Address: _____		FAX <u>304-364-4026</u>
Company: <u>Flint Construction Co, Inc</u>	<u>PO Box 141</u>	PHONE <u>304-364-5553</u>
Rep: <u>Richard Hatcher</u>	<u>Grassway, WV 26024</u>	TOLL FREE
Email Address: <u>Richard@flintconstruction.com</u>		FAX <u>304-364-5556</u>
Company: <u>Wiseman Const. Co.</u>	<u>1616 6th Ave</u>	PHONE <u>304-344-1200</u>
Rep: <u>Nap White</u>	<u>Charleston, WV 25312</u>	TOLL FREE
Email Address: <u>napwhite@wisemanconst.com</u>		FAX <u>304-344-1281</u>
Company: <u>NEBroyer Electric</u>	<u>P.O. Box 351</u>	PHONE <u>304 722-1915</u>
Rep: <u>De- WABoy</u>	<u>Scott Depot, WV 25560</u>	TOLL FREE
Email Address: <u>ME-ElectricOverized.net</u>		FAX <u>304 722-1916</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE TOLL FREE	FAX
Company: <u>So. Chas Elect</u>	<u>Po Box 8494</u>	<u>304-744-3407</u>	
Rep: <u>Johns Mevrez</u>	<u>So. Chas.</u>		
Email Address: <u>sumarsoc@apl.com</u>	<u>WV 25303</u>		<u>304-744-3408</u>
Company: <u>Poerra Inc.</u>	<u>467 Lawrie Run Rd</u>	<u>412-366-6767</u>	
Rep: <u>Ray Goguet</u>	<u>Poh Pa 15237</u>		
Email Address: <u>r.goguet@poerra.com</u>			<u>412-366-1404</u>
Company: <u>Eric BUILDERS</u>	<u>500 CORPORATE CENTER DR</u>	<u>PHONE (304) 757-9196</u>	
Rep: <u>BLAKE STEVENS</u>	<u>8607Z 850</u>		
Email Address: <u>bstevens@stevensbuilders.com</u>	<u>SCOTT DEPOT, WV 25560</u>		<u>FAX (304) 757-0993</u>
Company: <u>Agston Construction Co.</u>	<u>110 Weyburning Street</u>	<u>PHONE 304-243-5450</u>	
Rep: <u>Mathew Sayer</u>	<u>Charleston WV 25302</u>		
Email Address: <u>msayer@agstonconstruction.com</u>			<u>FAX 304-243-5002</u>
Company: <u>Robinson & Son Plumbing</u>	<u>P.O. Box 449</u>	<u>PHONE 1-304-767-8063</u>	
Rep: <u>Sam McCallister</u>	<u>Scott Depot, WV 25560</u>		
Email Address: <u>Robinson Son Mech@aol.com</u>			<u>FAX 1-304-757-7402</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE	TOLL FREE	FAX
Company: <u>Barber Plumbing</u> Rep: <u>Mike Barber</u> Email Address: _____	<u>PO Box 8552</u> <u>50. Charleston WV 25303</u>	<u>304-344-4341</u>		<u>304-344-4341</u>
Company: <u>Master Service Md Atlanta</u> Rep: <u>Pat Smith</u> Email Address: <u>msma@verizon.net</u>	<u>PO Box 2417</u> <u>ELKINS WV</u> <u>26241</u>	<u>304-637-5304</u>		<u>636-8170</u>
Company: _____ Rep: _____ Email Address: _____		PHONE TOLL FREE		FAX
Company: _____ Rep: _____ Email Address: _____		PHONE TOLL FREE		FAX
Company: _____ Rep: _____ Email Address: _____		PHONE TOLL FREE		FAX
Company: _____ Rep: _____ Email Address: _____		PHONE TOLL FREE		FAX