

Meeting Notes 31 July 2012 **BUCKHANNON AFRC** – Pre-Bid Meeting Time: 1:00 PM

Location: Buckhannon Armory, Buckhannon, WV

Those in attendance: See Sign-in sheet enclosure in Addendum 01

Items Discussed:

## 1. Administrative: Darrell Sears

- **a.** The Pre-bid meeting for the subject contract at 1300 hrs, 31 July 2012, at the Buckhannon 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: Darrell Sears

### a. C&FMO:

- i. Address 1703 Coonskin Drive Charleston, WV 25311
- ii. LTC David Shafer, CFMO (304) 561-6539
- iii. CPT Dan Clevenger, PE, Chief, Design & Construction Email: Daniel.Clevenger@us.army.mil (304) 561-6446
- iv. SGM Darrell Sears, Project Manager Email: darrell.a.sears@us.army.mil (304) 561-6676 (o) (304) 561-6458 (fax)
- v. Robert Skaggs, Project Manager Email: robert.a.skaggsii@us.army.mil (304) 561-6550 (o) (304) 561-6458 (fax)
- vi. CPT Melvin Hodges, Facilities Maintenance Branch Chief (304) 561-6353 (o)



vii. COL Gary Blackhurst, Environmental Program Management Officer (304) 561-6445(0)

#### b. Division of Purchasing:

i. Tara L. Lyle
(304) 558-2544
(304) 558-4115 (fax)
Tara.L.Lyle@wv.gov

#### c. Designer of Record:

- Address: The Omni Associates – Architects 1543 Fairmont Avenue – Suite 201 Fairmont, WV 26554 Ph: (304) 367-1417
- ii. <u>Subcontractors to include</u>: Capital Engineering – Civil Tower – Mechanical/Electrical

### 3. Bidding Issues : Darrell Sears

- **a.** Questions must be submitted to Purchasing Division, attention Tara L. Lyle via email (Tara.L.Lyle@wv.gov) no later than noon on Tuesday August 7, 2012.
- **b.** Direct discussion is <u>not</u> 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 August 28, 2012 at 1:30 PM. The successful vendor shall submit a listing of all subcontractors and all major equipment/material suppliers, along with the contractor's license number for each subcontractor, to the Purchasing Division within one (1) business day of the opening of bids for the bid to remain valid. (*Information & Instructions to Bidders Pg. 4 Section 14*)
- e. Government assumes <u>no</u> responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government.
- **f.** Government assumes <u>*no*</u> 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.
- **h.** The Alternates will be awarded on a "Best Value" basis based on the source of funds and their availability due to a mixture of Federal, State & County funding.

### 4. Federal Relationship : Darrell Sears

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

### 5. Work Hours/ Access to the Site/Temporary Facilities : Darrell Sears

- **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 (D. Sears) 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 : Darrell Sears

- **a.** Liquidated Damages
  - i. Duration of the contract is <u>730</u> days from the NTP.



 Liquidated Damages is <u>\$1,500</u> per day plus one time fixed cost of <u>\$1,250</u> for Staff Judge Advocate Review. Per Article 9.11.1 Supplement General Provisions and GP 54, "Liquidated Damages".

### 7. Safety : Darrell Sears

- **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 : Darrell Sears

**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 : Darrell Sears

- a. Section 010500 Field Engineering
- **b.** Section 011000 Summary
- c. Section 012000 Project Meetings
- d. Section 012100 Allowances
- e. Section 012200 Unit Prices
- **f.** Section 012300 Alternates



- g. Section 012600 Contract Modification Procedures
- h. Section 012600A Proposal Request & Modification Agreement Form
- i. Section 012600B State Change Order Submission Checklist
- j. Section 012900 Payment Procedures
- k. Section 013100 Project Coordination
- l. Section 013110 Request for Information (RFI)
- m. Section 013150 Cutting & Patching
- n. Section 013200 Construction Analysis Schedules & Reports
- o. Section 013233 Photographic Documentation
- p. Section 013300 Submittals
- **q.** Section 014000 Contractor Quality Control Program
- r. Section 014100 Testing Laboratory & Field Services
- s. Section 014200 Referenced Standards
- t. Section 015000 Temporary Facilities
- u. Section 015710 Erosion & Sedimentation Control
- v. Section 016000 Materials & Equipment
- w. Section 016350 Substitution Procedures
- **x.** Section 016400 Manufacturer's Services
- y. Section 017000 Project Closeout
- z. Section 017400 Warranties
- aa. Section 017900 Demonstration & Training

bb. Section 018113 – Sustainable Design Requirements (LEED)

### **10. Substitutions : OMNI**

- 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 : OMNI

- a. Project Description Slide Presentation
  - i. Project consists of the construction of a 37,000 square foot facility for the Buckhannon Readiness Center, Buckhannon, West Virginia. The building consists of two stories and a Conference center. The dual use building services the house units of the West Virginia Army National Guard (WVARNG) as well as public sector for Upshur County.
  - ii. Work will be constructed under a single prime contractor.
  - iii. The building is comprised of office space, class rooms, storage, sleeping rooms, fitness, lockers as well as large conference space.
  - iv. The building structure is steel with the exterior consisting mainly of brick veneer with some upper story metal panels along with storefront glazing. The interior will be mainly drywall partitions with some masonry walls.
  - v. Adjacent to the building there will be a 3200 square foot unheated premanufactured metal storage building.



- vi. This project is required to have a LEED silver rating.
- vii. Contractor shall have full use of premises for construction operations, subject to limitations and requirements of the West Virginia Army National Guard.
- viii. Contractor is responsible for keeping driveways and entrances serving the premises clear and available for the Owner's use.

### 12. Scope Of Civil Work: Capitol Engineering

- **a.** Major items of Work
  - i. 64,000 cubic yards of unclassified excavation
  - ii. About 2,250' of water line PVC, DIP
  - iii. About 3,000' of storm drainage pipe (6" to 30" pipe) PVC and HDPE
  - iv. About 25 precast drainage structures
  - v. Over 1,000 feet of sewer main PVC, DIP
  - vi. All paving is concrete or hardstand (gravel)
  - vii. Over 13,000 square yards of concrete paving
  - viii. Over 10,000 square yards of hardstand paving
  - ix. No. 57 Stone instead of Free Draining Base under concrete paving
  - x. Two Large Vehicular Gates and fencing
  - xi. Over 1,000 square yards of concrete walks
  - xii. About 900' of precast retaining wall
  - xiii. Site preparation includes removal of old drainage tile
  - xiv. Demolition and removal of the old buildings
  - xv. Sediment and erosion controls one pond three sediment traps
- **b.** Alternate bid items
  - i. Conversion of access road and POV parking to Asphalt Paving
  - ii. Wash Rack, Loading Ramp, and Fuel Point are each alternates
  - iii. Fencing and Gate Upgrade increase height of fence and chain link gates to 8 feet
  - iv. Upgrade Military Equipment Parking to Concrete Paving from Hardstand

### c. ITEMS FOR DISCUSSION: CEI

i. Existing site consists of pasture with several old farm structures



- ii. Site currently has no utilities Temporary utilities are contractor responsibility
- iii. The City of Buckhannon will extend a 12" water main and 8" sewer main to the site in the summer of 2013
- iv. Access is directly from Brushy Fork Road
- v. Silty loams and soft claystone, sandstone, and shale are the predominant soil and rock
- vi. Bulk excavation is only authorized during the months of May to October
- vii. 5 contingency bid items to deal with wet or soft soil conditions
- viii. Soil drying Lime addition to stockpiled soil.
- ix. Removal and Replacement excavation of unsuitable soil and replacement with suitable soil.
- x. Subsurface drains 24" of #57 stone wrapped in geotextile with drain pipe.
- xi. Lean Concrete Backfill removal of unsuitable material under foundations and replacement with CLSM.
- xii. Over-excavation Biaxial geogrid and 18" #1 stone.
- xiii. Foundations are shallow spread footings bearing on 3,000 psf material.
- xiv. Some high plasticity soils will be encountered, they can be used in fill, but in restricted locations.
- xv. A borrow area and an area for excess fill material has been included in the project and in the NPDES permit.
- xvi. WVARNG is in the process of obtaining the CSW permit for the project.
- xvi. Contractor must obtain CSW permit modification prior to beginning work.
- xvii. Mass excavation not allowed until initial E & S measures are in place including Pond and Traps.
- xviii. Not in City Limits and no B&O taxes.

# d. PURCHASING DIVISION : OMNI

- i. Purchasing Documents
  - (a) **Performance Bond, Labor/Material Bond, & Maintenance Bond:** Copies from prime contractor to be provided and received by the Purchasing Division prior to contract award.
  - (b) Workers' Compensation Insurance Prime contractor and all subcontractors shall provide proof.
  - (c) **Commercial General Liability Insurance** as specified in specifications.

- (d) **Builders Risk Insurance**: all risk insurance in an amount equal to 100% of the amount of the contract.
- (e) License(s) / Certifications / Permits: The apparent successful vendor shall furnish proof of a West Virginia Contractor's License to the Purchasing Division prior to contract award.
- (f) The apparent successful vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to contract award regardless of whether or not that requirement is listed.
- (g) Drug Free Compliance Affidavit
- ii. Environmental Issues/comments ENVIRONMENTAL/CEI
  - (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
- iii. Construction Storm Water Permit ENVIRONMENTAL/CEI
- iv. Sediment Erosion Control Measures

### **ENVIRONMENTAL/CEI**

- (a) Need copies of inspections made by DEP
- (b) Silt Fence must be maintained throughout project

### **13.** Closing Comments : Darrell Sears

- 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 Tara L. Lyle at State Purchasing via email (Tara.L.Lyle@wv.gov) no later than noon on Tuesday August 7, 2012.



### 14. Conclusion to meeting - Site Visit

**a.** Potential bidders along with the WVARNG, Omni and CEI traveled to the project site to review existing conditions and allow questions to be asked for clarification purposes. Robert Fuller (CEI) pointed out existing structures and the general layout of the property including boundaries. He also explained where the borrow site was located for this project.