

ATTACHMENT

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C&FMO-WVARNG**Pre-Bid Meeting Minutes: Logan Readiness Center, Logan/Mingo Counties, WV**

Project Number: DEFK13014
Date: 10 April 2013
Time: 2:00 PM
Location: Project Site, Logan/Mingo Counties, WV

1. ADMINISTRATIVE:

- a. On-site Pre-Bid meeting for the proposed Construction Contract at 1400 hrs, 10 April 2013.
- b. Mandatory Pre-Bid attendance, verifiable by dedicated Sign-In sheet.
- c. Funding: Federal and State monies, State administrated Project.
- d. Owner/User: West Virginia Army National Guard.
- e. Contract Administration: Construction & Facilities Management Office, WVARNG

2. INTRODUCTION:**a. C&FMO:**

- i. Address:
1707 Coonskin Drive
Charleston, WV 25311
- ii. LTC David Shafer, CFMO
david.p.shafer.mil@mail.mil
304-561-6539
- iii. MAJ Dan Clevenger, EIT, Design & Construction Branch Chief
daniel.w.clevenger.mil@mail.mil
304-561-6446
- iv. Greg Thaxton, Project Manager
gregory.w.thaxton.nfg@mail.mil
304-561-6775
- v. MAJ Melvin (Rocky) Hodges, Facilities Maintenance Branch Chief
melvin.p.hodges.mil@mail.mil
304-561-6353

vi. COL Gary Blackhurst, Environmental Program Management Officer
gary.a.blackhurst.civ@mail.mil
304-561-6445

b. **DIVISION OF PURCHASING:**

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

c. **DESIGNER OF RECORD:**

i. ZMM, Inc.
222 Lee Street, West
Charleston, WV 25302
304-342-0159
www.zmm.com

ii. Subcontractors include:
Capital Engineering, Inc. (CEI) – Civil

3. **BIDDING ISSUES**

- a. Questions must be submitted to Purchasing Division, attention Tara L. Lyle via e-mail (tara.l.lyle@wv.gov), USPS, Fax, or Courier **no later than 5:00pm on 17 April 2013**.
- b. Direct discussion regarding this Project is **not** authorized to occur 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 **30 April 2013 at 1:30pm**. The apparent low bidder shall submit a listing of all major 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, per the "West Virginia Fairness In Competitive Bidding Act". (Note: Spec section 00100, *Instructions To Bidders*, to be amended accordingly in Addendum #01.)
- e. Government assumes **no** responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government.
- f. The **only** Change Order requests that will be considered by the Owner shall be either Owner-Directed, or those associated with unforeseen site conditions.

- i. Design Errors and Omissions, and conflicts and/or lack of clarity in drawings/specifications, shall be the responsibility of the Contractor after Bid Award. It is also the responsibility of the Contractor to seek clarification prior to bidding if there is believed to be any of the above-noted conditions within the Project Drawings and/or Specifications.
 - g. 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 the Contract.
 - h. The solicitation and specification remain unchanged regardless of what is said at the Pre-Bid conference, unless they are modified by formal amendment to the solicitation.
- 4. FEDERAL RELATIONSHIP**
- a. Review General Provision 1, "Relationship of the Federal Government"
- 5. WORK HOURS/ ACCESS TO THE SITE/TEMPORARY FACILITIES**
- 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 and the Architect.
 - b. At the pre-construction meeting, the Contractor is required to provide to the Project Manager a listing of personnel that will be gaining access to the site.
 - c. The Contractor is required to maintain a full-time, proactive superintendent on the job. Duties of the superintendent will be delineated during the pre-construction meeting.
 - d. Temporary Facilities:
 - i. Job trailer, equipment and material storage must be located to allow access of unit personnel to any designated temporary facility and parking.
 - ii. Electricity, natural gas, water, and telephone utility services are **not** readily available on-site. Provisions for utilities and their operating costs for the Project during construction are the responsibility of the Contractor.
 - iii. Access to WVARNG temporary facility is not authorized.
- 6. CONTRACT DURATION/ LIQUIDATED DAMAGES**
- a. Duration of the Contract is 728 days from the NTP.

- b. Liquidated Damages are \$1,500 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

- a. All construction activities will be in conjunction with OSHA, Safety and Health Requirements Manual (US Army Corps of Engineers). As noted, the Army safety and health standards mirror OSHA. 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 OSHA and WV Fire Marshall Standards to included secondary containment, fire extinguishers, and spill control.
- d. Cleanup required daily by each respective 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.

8. SUPERVISION OF WORK

- 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

- a. Please review all of the Specifications, esp. Division I.

10. SUBSTITUTIONS

- a. Substitutions prior to Bid Award.
 - i. Substitution requests must be submitted to Purchasing Division, attention Tara L. Lyle via e-mail (tara.l.lyle@wv.gov), USPS, Fax, or Courier no later than 5:00pm on 17 April 2013.
 - ii. Substitution requests must be made by Prime Bidders only.
 - iii. Substitution requests must be submitted with a completed "Request for Substitution (Prior to Bid)" form and must be accompanied by manufacturer's original product data information.

b. Substitutions after Bid Award.

- i. Substitution requests must be submitted within 60 days of Notice to Proceed.
- ii. Substitution requests will only be considered when one or more of the following applies:
 - (1) Extensive revisions to the Contract Documents are not required.
 - (2) Proposed changes are in keeping with the intent of the Contract Documents.
 - (3) The request is timely, fully documented and properly submitted.
 - (4) 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.
 - (5) The request is related to an "or-equal" clause.
 - (6) 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.
 - (7) The specified product cannot receive approval by a governing authority, and the substitution can be approved.
 - (8) 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.
- iii. 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 (iv.) below.
- iv. 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

a. Project Description

- i. The scope of the project includes the construction of a new 47,000 SF Readiness Center as well as two pre-manufactured metal storage buildings at a combined 3,200 SF. The exterior aesthetic of the facility is driven by the site which is within an Industrial Park on a reclaimed surface mine. The grade has been adjusted around the front of the building to help create topography and ground the facility, which helps to define an otherwise barren

site. The decision to site the building in this manner led to the use of reinforced cast-in-place concrete retaining walls that becomes both a functional and visual focus. The use of sloping zinc-clad walls at the Distance Learning Center also helps to anchor the facility. The building consists of office and educational components which are housed in simple brick boxes. The metal and glass corridor becomes a unifying element and contrasts the simple masonry masses nicely. Situated adjacent to the main lobby is a 6,100 SF Assembly Hall and a large gallery space, both which substantial areas of glazing giving views to the rear of the site. Also included in the facility are a commercial kitchen, a maintenance workbay, several storage spaces, a large locker room, and a training device simulation center.

- 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. **SCOPE OF CIVIL WORK:** Review the scope of work for subject project

b. WV State Purchasing Division

- i. Purchasing Documents
 - (1) **Performance Bond, Labor/Material Bond, & Maintenance Bond:** Copies from prime contractor to be provided and received by the Purchasing Division prior to contract award.
 - (2) **Workers' Compensation Insurance** – Prime contractor and all subcontractors shall provide proof.
 - (3) **Commercial General Liability Insurance** as specified in specifications.
 - (4) **Builders Risk Insurance:** all risk insurance in an amount equal to 100% of the amount of the contract.
 - (5) **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.
 - (6) The apparent low bidder shall provide a list of major Subcontractors and Material Suppliers/Vendors to be utilized on the Project **within one(1) business day** after Bid opening.
 - (7) 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.
 - (8) Drug Free Compliance Affidavit

a. Environmental Issues/Comments

- (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

g. Construction Storm Water Permit

h. Sediment Erosion Control Measures

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

12. QUESTIONS AND ANSWERS

- a. Can the requirements in the specifications for an AISC Certified Erector and AISC Certified Plant be waived?

Answer: Refer to revisions to Specification section 05120 in addendum #2.

13. CLOSING COMMENTS

- Meeting notes will be published through state purchasing, along with clarifications to contract documents.
- Any further questions 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), USPS, Fax, or Courier no later than 5:00pm, Wednesday, 17 April 2013.