

EXHIBIT A - PRICING PAGE  
Tygart Lake State Park  
Wastewater Lift Station N0.3 Replacement

Name of Vendor:

Michel, Inc.

Address of Vendor:

PO Box 1140  
Bridgeport, WV 26330

Phone Number of  
Vendor:

304-622-7923

WV Contractors License  
No.

WV- 001828

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

The Base Bid shall consist of all the work described in contained in the Construction Documents.

**Total Base Bid:**

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

**Written in numbers.**

\$138,500.00

**Total Base Bid:**

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

**Written in words.**

One Hundred Thirty-Eight Thousand  
Five Hundred Dollars and Zero Cents

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Michel, Inc.  
of Bridgeport, WV, as Principal, and Travelers Casualty and Surety Company of America  
of Hartford, CT, a corporation organized and existing under the laws of the State of  
CT with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Tygart Lake State Park Wastewater Lift Station #3 Replacement

**NOW THEREFORE,**

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 13th day of June, 2019.

Principal Seal

Michel, Inc.

(Name of Principal)

By: 

(Must be President, Vice President, or  
Duly Authorized Agent) Thomas H. Michel

President

(Title)

Surety Seal

Travelers Casualty and Surety Company of America

(Name of Surety)

By: 

Kimberly L. Miles, Licensed WV Resident Agent Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
must attach a power of attorney with its seal affixed.**



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kimberly L. Miles of Charleston, West Virginia**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or Guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney  
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of June, 2019



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Michel, Inc.

Authorized Signature: *Thomas H. Michel*

Thomas H. Michel

Date: 6/20/19

State of WV

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 20 day of June, 2019

My Commission expires Sept. 26, 2021.



NOTARY PUBLIC

*Kristy M. Marshall*  
Kristy M. Marshall

Purchasing Affidavit (Revised 01/19/2018)



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

STATE OF WEST VIRGINIA,  
COUNTY OF Harrison, TO-WIT:

I, Thomas H. Michel, after being first duly sworn, depose and state as follows:

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

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: Thomas H. Michel

Signature: *Thomas H. Michel*

Title: President

Company Name: Michel, Inc.

Date: 6/20/19

Taken, subscribed and sworn to before me this 20th day of June, 2019.

By Commission expires 9/26/21

(Seal)

*Kristy M. Marshall*  
(Notary Public) Kristy M. Marshall



# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV001828

**Classification:**

ELECTRICAL  
GENERAL BUILDING  
GENERAL ENGINEERING  
HEATING, VENTILATING & COOLING  
MULTIFAMILY  
PIPING  
PLUMBING  
RESIDENTIAL  
SPECIALTY

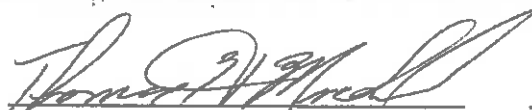
MICHEL INC  
DBA MICHEL INC  
PO BOX 1140  
BRIDGEPORT, WV 26330-6140

**Date Issued**

AUGUST 20, 2018

**Expiration Date**

AUGUST 20, 2019



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.: DNR1900000120 - Tygart Lake SP Lift Station Replacement**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

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

Michel, Inc.

Company



Authorized Signature      Thomas H. Michel, President

June 20, 2019

Date

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



State of West Virginia  
Request For Quotation  
Construction

Procurement Folder :579566

Document Description :Addendum No.3 Tygart Lake SP Wastewater Lift Station

Procurement Type :Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2019-06-19	2019-06-21 13:30:00	ARFQ 0310 DNR1900000120	4	Final

BID RESPONSE TO:	VENDOR:
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone Michel, Inc. PO Box 1140 Bridgeport, WV 26330

FOR INFORMATION CONTACT THE

Angela W Negley  
(304) 558-3397  
angela.w.negley@wv.gov

Signature X

FEIN # 61-1109182

DATE June 20, 2019

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



**ADDITIONAL INFORMATION**

Addendum No.03 is issued to publish and distribute the attached information to the Vendor Community.

UNTO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES TYGART LAKE STATE PARK 1240 PAUL E MALONE RD GRAFTON WV 26354-9741 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Wastewater Lift Station				

Commodity Code	Manufacturer	Model #	Specification
47101533			

**Extended Description**  
Wastewater Lift Station

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting 11:00 A.M., EST	2019-05-29
2	Technical Question Deadline 9:00 A.M., EST	2019-06-05

<b>DNR1900000120</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum No.3 Tygart Lake SP Wastewater Lift Station	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: DNR1900000120**  
**Tygart Lake SP – Wastewater Lift Station Replacement**  
**Addendum Number: No. 03**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Revision to bid opening.
2. Technical Questions received and responses provided.

**NO OTHER CHANGES.**

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# **Attachment A**

**Tygart Lake State Park**  
**Wastewater Lift Station Replacement**  
**Solicitation No.: DNR1900000120**  
**Addendum No. 3**

The following is issued as Addendum No. 3 for the above-referenced project. This forms a part of the Contract Documents and modifies the original documents as noted below.

Technical Questions, Changes, and Clarifications:

- The bid opening is currently scheduled for Thursday, June 20, 2019 at 1:30 PM. This has been changed. The new deadline for bids to be submitted shall be Friday, June 21, 2019 at 1:30 PM. Aside from the date and time, there are no other changes to the bid submittal or opening processes. Bids should otherwise be submitted as directed in the RFQ manual.
- Technical Questions and Responses
  1. *Is an original bid bond required with the bid or is a scanned copy acceptable?*  
Response: The bid bond can be a scanned copy.
  2. *Is contractor responsible for terminating service conductors to the park overhead transmission system?*  
Response: Yes.
  3. *Can excess excavated materials be wasted on site with appropriate erosion control?*  
Response: Yes. Vendor shall work with park management to arrange details for wasting spoil.
  4. *Can access road improvements be left in place or is restoration to original required?*  
Response: Access road improvements can be left in-place. If left in-place, access road must be presentable, well-drained, and pose no potential hazard to the property or cabin by way of drainage, stability, or maintenance.
  5. *52.7 A. references Eagle Research control panel and telemetry system per section 55 of specifications. May be a typo, if not please provide section 55.*  
Response: Removed Eagle Research reference. See the revised Specifications dated June 14, 2019.
  6. *52.10 requires complete pump station test at the factory. I assume this would only apply to a package pump station and not field assembled.*  
Response: Section 52.10 applies to any pump being installed in the pump station regardless of field installation or a packaged pump station. A draw down test will be required in the field per Section 52.16.

## **STANDARD SPECIFICATIONS**

**WVDOH 2017**  
**STANDARD SPECIFICATION**

WVDOH 2017 Edition Standard Specifications are available for free download at <https://transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Pages/default.aspx>

**METHOD OF MEASUREMMENT**

Method of Measurement will be a lump sum as described on the Bid Form.

**BASIS OF PAYMENT**

The Basis of Payment will be as provided in the lump sum bid and shall constitute full compensation for performing all of the requirements of this item, including furnishing all material, labor, tools, equipment, supplies, and incidentals thereto, unless otherwise indicated in the Bid Form.

The following is an abbreviated list of the WVDOH Standard Specifications that pertain directly to the project. This is not a complete list, other sections of the WVDOH Specifications may apply.

**DIVISION 200 – EARTHWORK**

**SECTION**

- |     |   |
|-----|---|
| 201 | Clearing and Grubbing                                 |
| 202 | Building Demolition, Well and Septic Tank Abandonment |
| 212 | Structure, Rock, and Wet Excavation                   |

**DIVISION 600 – INCIDENTAL CONSTRUCTION**

**SECTION**

- |     |                             |
|-----|-----------------------------|
| 601 | Structural Concrete         |
| 602 | Reinforcing Steel           |
| 605 | Manholes and Inlets         |
| 631 | Electrical Work             |
| 637 | Water                       |
| 642 | Temporary Pollution Control |
| 652 | Seeding and Mulching        |
| 670 | Waterline Installation      |
| 675 | Sanitary Sewers             |

**DIVISION 700 – MATERIAL DETAILS**

**SECTION**

- |     |  |
|-----|--|
| 704 | Stone and Crushed Aggregate            |
| 712 | Guardrail and Fence                    |
| 714 | Concrete, Clay, Fiber and Plastic Pipe |
| 715 | Miscellaneous Materials                |
| 718 | Sewer and Waterline Material           |

**SUPPLEMENTAL SPECIFICATIONS**



**SUPPLEMENTAL SPECIFICATIONS**  
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## 52.0 WASTEWATER PUMPING STATION

### 52.1 GENERAL

The Contractor shall furnish and install a duplex wastewater pumping station. The pumping station is to be located as shown on the Plans.

A precast concrete submersible pump sump shall be provided for the pumping station as an integral part of the precast concrete wet well as shown on the Plans and described herein. The Contractor shall also provide a precast valve vault and meter vault for the pumping station as indicated on the Plans.

The units shall be complete with all required equipment factory installed or field assembled. The principal items of equipment shall include the concrete well with sump as specified herein, slide discharge couplings, piping, valves, fencing, and installation of two (2) constant speed submersible pumps, electrical controls, level sensors, and primary three phase or single phase power service from the local electric power company.

The station shall be from one manufacturer. One (1) complete spare pump shaft seal assembly and one (1) complete spare set of gaskets shall be furnished by the Contractor for each station and each size of pump furnished. The spare parts shall be labeled or tagged for the pump station where they may be used and delivered to the Owner upon acceptance of the project by the Owner.

The intent of the Plans and Specifications for the pumping station is to establish the operating conditions, the functions to be performed, the major equipment necessary and the quality of the materials to be used. The Contractor is responsible for providing the design and layout details for the station to be furnished for review and approval prior to the fabrication of the station and said details shall contain as a minimum the information shown on the Plans and described in the Specifications and shall also contain details as to; concrete mix design, dimensions and manufacturers of equipment, electrical components (switches, starters, controls, transformers, lighting, receptacles, disconnects, etc.) and other incidentals as necessary to provide a station with compatible operating components, minimal maintenance requirements, and efficient operation and maintenance features.

### 52.2 MATERIALS

Materials shall be specified under appropriate items appearing elsewhere in these Specifications as shown on the Plans and described herein.

Concrete strength shall be a minimum of 4,000 PSI at 28 days for all concrete; prefabricated or poured in place. XYPEX ADMIX C-1000 or equal shall be added to the concrete mix at a dosage rate of 2.5% by weight of cement. XYPEX ADMIX C-1000

shall be added to the concrete mix at the time of batching. XYPEX ADMIX C-1000 consists of Portland cement, very fine treated silica sand and various active, proprietary chemicals. This shall permanently seal the concrete against penetration of water or liquids from any direction. The concrete shall also be protected from deterioration due to harsh environmental conditions. One and one-half (1.5) pounds of fibermesh, or equal, per cubic yard of prefabricated or poured in place concrete shall be mixed with concrete prior to pour as per manufacturers recommendations. Fibermesh or equal is synthetic fibers for concrete reinforcement manufactured by Fibermesh Co., 309 Lafayette Road, Chickamauga, Georgia, 30707.

A laboratory approved by the Engineer and paid by the Contractor shall test the concrete in the wet wells, sumps and vaults. Air entrainment and slump shall be done for each truck of concrete delivered and cylinders will be taken every 25 cubic yards delivered starting with the first load. The laboratory shall maintain records showing brand of cement, batch from which the test was made, air content, slump and compressive strength. The laboratory shall supply the test cylinders, slump cones, field technicians, and all equipment necessary for performance of field and laboratory testing specified herein.

One strength test shall consist of two (2) field specimens for testing at 28 days. The samples for strength tests shall be taken in accordance with "Method of Sampling Fresh Concrete" (ASTM C-172). Cylinders for acceptance tests shall be molded and laboratory-cured in accordance with "Method of Making and Curing Concrete Compression and Flexure Test specimens in the Field" (ASTM C-31) and tested in accordance with "Method of Test for Compressive Strength of Molded Concrete Cylinders" (ASTM C-39).

The results of the testing shall be provided to the Engineer in triplicate. If prefabricated concrete is used, the results shall be provided to the Engineer prior to shipment of any units.

### 52.3 PIPING, FITTINGS AND VALVES

The Contractor shall furnish and install all piping, fittings and valves as shown on the Plans and describe herein. All internal piping and fittings shall be flanged ductile iron Class 52 with a minimum water pressure of 150 PSI. All buried piping shall be mechanical joint ductile iron Class 52 with a minimum water pressure of 150 PSI. The piping and valves shall be sized as shown on the Plans.

The pump station shall have weighted lever type check valves with a shockless piston closure damper as manufactured by GA Industries, Inc., or equal. The plug valves shall be eccentric type designed for use in sewage for drip tight shut off or throttling service and shall be rated for 175 PSI working pressure. The plug valves shall offer low torque operation and the valve port opening shall be 100% of the adjacent pipe area. The valve shall be cast iron body with a cast iron plug covered with corrosion and wear resistant Buna N or Neoprene material. The valve seats shall be bronze and shall be adjustable and replaceable. Flanged ends shall conform to ANSI B16.1, 125 pound standard. The

valve vault shall be supplied with one (1) plug valve wrench handle. The plug valves shall be as manufactured by Dezurik, Dresser Industries, or equal.

Two (2) liquid filled pressure gages with 1/2 inch brass stem shall be supplied. Gage shall be 2-1/2 inch in diameter and measure 0-100 PSI, as manufactured by the Ernst Gage Company, Livingston, New Jersey, or equal. A 1/2 inch tap with shut off valve shall be installed on each pump discharge line downstream of the plug valve in the valve vault.

#### **52.4 WET WELL AND SUBMERSIBLE PUMP SUMP**

The wet well and submersible pump sump shall consist of reinforced walls, roof and bottom. The bottom and sides shall be a monolithic casting conforming to ASTM-C478. The sections shall be joined with rubber "O" ring gaskets conforming to ASTM-C433. Both the tongue and groove wall shall be thoroughly cleaned before placing the "O" ring in the groove. Both wall sections shall then be adequately lubricated. Mastic joint sealer would be accepted in lieu of rubber "O" ring joint gasket.

The basin shall have a six (6) inch crushed stone base course placed and compacted before setting the vault. After basin setting is complete, all joint surfaces of the concrete shall be troweled smooth using a stiff mortar. The interior of the wet well and sump shall be coated with coal tar-epoxy such as Hi-Build Tnemec-Tar 46-31, PPG No. UC-40101 (Polyamide Coal Tar Epoxy, Resinous Cured), or equal. The wet well shall have rubber sealing gaskets to insure watertight integrity for inlet and discharge piping.

The roof sections will contain a flood proof aluminum access cover, a four (4) inch vent, a NEMA 6 junction box, hoist sockets and conduit to and from the junction box set in the concrete at the time it is poured. The NEMA 6 junction box shall be accessible from the surface of the station top by means of a waterproof cover. Any item not set in place at the time of pouring will be anchored with anchor bolts capable of 4,000 lb. stress. All anchor bolts are to be stainless steel.

The pump station supplier shall provide buoyancy calculations for each station. If floatation is possible, an extended base shall be provided of sufficient size to prevent floatation.

#### **52.5 ACCESS FRAMES AND COVERS**

Furnish and install an aluminum flood proof access cover. Door shall be 1/4" aluminum diamond pattern plate to withstand a live load of 620 pounds per square foot. Angle frame shall be 1/4" aluminum with anchor. Doors shall be equipped with heavy aluminum hinges, stainless steel pins, and an automatic hold-open arm. All aluminum cast in the concrete shall be painted with coal tar epoxy.

Padlocks shall be Model Number 700 as manufactured by American Lock Co., or equal. All padlocks specified in this project shall be keyed alike. Ten (10) keys for the padlocks specified shall be delivered to the Owner upon acceptance of the Contract by the Owner.

The wet well access frame shall be equipped with upper guide bar holders mounted securely above the pumps. The lower guide bar holders shall be integral with the discharge connection; the guide bars shall be of at least standard weight stainless steel pipe of the size recommended by the pump manufacturer for the model of pump to be installed in the basin.

## **52.6 STATION VENTILATION**

Fresh air shall be drawn into the station through four (4) inch DIP air duct extended above the one hundred year flood level, or four (4) feet minimum. The air vent line shall be equipped with stainless steel screens to prevent the entrance of foreign objects. The air vent line shall be equipped with an activated carbon filter and a minimum of four (4) replacement filters provided to the Owner.

## **52.7 MECHANICAL EQUIPMENT**

- A. Pump Operating Conditions for each pump of the two (2) pumps required for the pump station shall be as shown on the plans. The pumps shall be Flygt pumps or equal.
- B. Pumps - The Pump Station shall have submersible wastewater pumps equipped with submersible electric motors connected for operation from a 230 volt, single phase, and 60 hertz service.

All pumps shall be supplied with the following:

1. Thirty-five (35) feet of four conductor hypalon jacketed type SPC cable.
2. Forty (40) feet minimum of stainless steel lifting cable, chain is not acceptable, of adequate strength to permit raising and lowering of the pumps.

The pumps shall be capable of handling raw, unscreened wastewater. The discharge connection elbow shall be permanently installed in the wet well along with the discharge piping. The pumps shall be automatically connected to the discharge connection elbow when lowered into place, and shall be easily removed for inspection or service. There shall be no need for personnel to enter the wet well. Sealing of the pumping unit to the discharge connection elbow shall be accomplished by a simple linear downward motion of the pump. A sliding guide bracket shall be an integral part of the pump unit. The entire weight of the pump unit shall be guided by no less than two stainless steel 304 guide bars and pressed tightly against the discharge connection elbow with metal-to-metal contact. Sealing of the discharge interface by means of a diaphragm, "O" ring, or other devices will not be acceptable. No portion of the pump shall bear directly on the floor of the sump. The pump, with its appurtenances and cable, shall be capable of

continuous submergence underwater without loss of watertight integrity to a depth of 65 feet.

Major pump components shall be of gray cast iron, Class 30, with smooth surfaces devoid of blow holes and other irregularities. Where watertight sealing is required, "O" rings made of nitrile rubber shall be used. All exposed nuts and bolts shall be of stainless steel 304. All surfaces coming into contact with sewage other than stainless steel, shall be protected by an approved sewage resistant coating. Impellers shall be epoxy coated.

Pump exterior shall be sprayed with PVC epoxy primer, with chloric rubber paint finish.

All mating surfaces where watertight sealing is required shall be machined and fitted with nitrile rubber "O" rings. Fitting shall be such that sealing is accomplished by metal-to-metal contact between machined surfaces. This will result in controlled compression of nitrile rubber "O" rings without requirement of a specific torque limit. No secondary sealing compounds, rectangular gaskets, elliptical "O" rings, grease or other devices shall be used.

The cable entry water seal design shall preclude specific torque requirements to insure a watertight and submersible seal. The cable entry shall be comprised of a single cylindrical elastomer grommet, flanked by washers, all having a close tolerance fit against the cable outside diameter and the entry inside diameter and compressed by the entry body containing a strain relief function, separate from the function of sealing the cable. The assembly shall bear against a shoulder in the pump top. The cable entry junction chamber and motor shall be separated by a stator lead sealing gland or terminal board, which shall isolate the motor interior from foreign material gaining access through the pump top. Epoxies, silicones, or other secondary sealing systems shall not be considered acceptable.

The pump motor shall be squirrel-cage, induction, shell type design, housed in an air-filled, watertight chamber. The stator winding and stator leads shall be insulated with a moisture resistant Class F insulation which will resist a temperature of 155C (311F). The stator shall be dipped and baked three (3) times in Class F varnish. The motor shall be designed for continuous duty, capable of sustaining a minimum of ten (10) starts per hour. The rotor bars and short circuit rings shall be made of aluminum.

The junction chamber, containing the terminal board, shall be sealed from the motor by elastomer compression seal ("O" ring). Connection between the cable conductors and stator leads shall be made with threaded compressed type binding post permanently affixed to a terminal board and thus perfectly leak proof.

Each unit shall be provided with an adequately designed cooling system that consists of a water jacket which encircles the stator housing. The water jacket shall be provided with a separate circulation of the pumped liquid. Cooling media channels and ports shall be non-clogging by virtue of their dimensions. Provision for external cooling and flushing shall also be provided. Cooling systems for pumps 10.5 H.P. or less may consist of

thermal radiators (cooling fans) integral with the stator housing. This method of cooling shall only be used for units 10.5 H.P. or less.

Thermal sensors shall be used to monitor stator temperatures. The stator shall be equipped with three (3) thermal switches, embedded in the end coils of the stator winding (one switch in each stator phase). These shall be used in conjunction with and supplemental to external motor overload protection and wired to the control panel.

The pump shaft shall be stainless steel ANSI 431. This is a nickel bearing chromium steel designed for heat resistant characteristics.

Each pump shall be provided with an oil chamber for the shaft sealing system. The oil chamber shall house a pressure equalizer ring filled with air for oil pressure compensation. The drain and inspection plug, with positive anti-leak seal, shall be easily accessible from the outside.

The pump shaft shall rotate on two (2) permanently lubricated bearings. The upper bearing shall be a single row deep groove ball bearing and the lower bearing a two row angular contact ball bearing.

A wear ring system shall be installed to provide efficient sealing between the volute and impeller. The wear ring shall consist of a stationary ring made of nitrile rubber molded with a steel ring insert which is drive fitted to the volute inlet, and rotating stainless steel ANSI 304 ring which is drive-fitted to the impeller eye.

The pump motor cable, installed, shall be suitable for submersible pump application with P122-MSHA approval and this shall be indicated by a code or legend permanently embossed on the cable. Cable sizing shall conform to NEC specifications for pump motors.

Guaranteed pump submergence with intrinsically safe level controls shall be used to comply with Section 500 of the National Electric Code for Class I, Division I, Groups C & D hazardous locations.

The pump manufacturer shall perform the following inspections and tests on each pump before shipment from factory:

1. Impeller, motor rating and electrical connections shall first be checked for compliance to the customer's purchase order.
2. A motor cable insulation test for moisture content or insulation defects shall be made.
3. Prior to submergence, the pump shall be run dry to establish correct rotation and mechanical integrity.
4. The pump shall be run for 30 minutes submerged, a minimum of six (6) feet under water.
5. After operation test (4), the insulation test (5) is to be performed again.

A written report stating the foregoing steps have been done shall be supplied with each pump at the time of shipment and three (3) copies supplied to the Engineer.

The pump cable end will be sealed with a high quality protection covering to make it impervious to moisture or water seepage prior to electrical installation.

## 52.8 ELECTRICAL CONTROLS

An industrial grade control panel shall be furnished. The control panel shall contain one (1) main thermal-magnetic breaker, one (1) six circuit distribution panel (20A, 1 pole), one (1) duplex exterior weatherproof 120V receptacle and the pump controls specified herein. The control panel shall be factory wired with clearly marked terminals for the connection of power to the panel, pump motor leads, liquid level sensors and alarm light. Wiring shall be suitable for carrying the ampere load necessary and shall conform to the latest National Electric Code. All manufactured products to include components of the control panel and the control panel itself shall be U.L. listed. All major components of the panel to include relays, contactors, starters and coils shall be available from a stocking distributor within a 100 mile radius of the job site.

A one hundred (100) amp (minimum), six (6) circuit distribution panel shall be included in the control panel. Suitable circuit breakers shall be provided for each of the following functions:

1. Duplex Receptacle
2. Security Light
3. Panel Heater
4. Controls

All remaining circuits shall be spares with breakers provided. The function of each breaker shall be indicated in appropriate order and located near the breaker switches.

The following items shall be included for each pump:

1. One (1) combination circuit breaker/overload unit providing overload and short circuit protection. The circuit breaker/overload unit shall consist of circuit breaker frame with magnetic-hydraulic operating elements. One (1) sensing and tripping pole per phase-line shall be provided. The overload unit shall be factory calibrated to match each motor's characteristics and factory sealed to insure trip setting is tamper proof.
2. One (1) across the line magnetic contractor, sized in accordance with NEMA horsepower standards.
3. One (1) manual reset.
4. One (1) hand-off-automatic pump operation selector switch.
5. One (1) U.L. approved, solid state circuit breaker safe control module.
6. Pump running pilot light (green) mounted on operator's control plate.
7. Running time meter mounted on operator's control plate. The meter shall be enclosed in a dust and moisture proof molded plastic case. The flush mounted



dial shall register in hours and tenths of hours up to 99999.9 hours before repeating.

The following items shall be included for each control panel:

1. A 120 volt control circuit with control circuit breaker shall be provided.
2. A solid state alternator changing the pump sequence after each pumping cycle.
3. Condensation protection including heater and adjustable thermostat.
4. Lightning arrestor - 3 pole thyrite unit mounted in panel.
5. Delayed start - 15 second delay in the lag pump circuit so that pumps do not start simultaneously.
6. A pump sequence selector shall be provided to override the automatic alternator. Switch shall permit any pump to be selected as lead pump or permit pumps to alternate automatically.
7. Three phase power monitor - stops pump(s) for low voltage, single phasing and phase reversal.
8. A power failure alarm relay shall be provided.

The submersible pressure transducer shall be provided to operate the station at the elevations shown on the plans. The transducer shall be specifically designed to meet rigorous environments encountered in level measurement applications. It shall provide repeatable, precision depth measurements under the most adverse conditions.

This transducer shall incorporate an isolated diaphragm sensor which is specifically designed for use with hostile fluids and gasses. The sensor will utilize a silicon pressure cell that has been fitted into a stainless steel housing with an integral, compliant stainless steel barrier diaphragm. The sensor assembly shall be housed in a rugged 316 SS case that provides for a variety of pressure inputs as well as electrical output connections.

The transducer shall have astatic accuracy of +/- 1% FSO BFSL, and shall be certified intrinsically safe for hazardous locations.

Transducer construction shall be welded 316 SS construction, and it shall be Datalogger compatible, and fully temperature compensated.

A transducer shall have a total of five (5) functions: low level alarm, stop both pumps, start lead pump, start 2nd pump, and activate high level alarm. The transducer shall be adjustable with 35 feet of cable.

All relays and the solid state alternator shall be of the plug in type for ease of servicing. All liquid level sensors shall be operated by an intrinsically safe control module. A terminal board for connection of the power supply, pumps and liquid level sensors shall be provided.

The control panel shall be in a NEMA 4X dead front enclosure with locking hasp, padlock and an inner door supporting control circuits, lights, and switches. The

enclosure shall be fabricated of 304 stainless steel. All components shall be clearly identified by suitable labels.

All wiring outside panels shall be in rigid hot dipped galvanized conduit with threaded fittings. Wiring shall be copper as manufactured by General Electric Co. or equal. Certificate of inspection shall be obtained by the Contractor showing approval by the West Virginia Inspection Agency and forwarded to the Owner through the Engineer.

The control panel manufacturer shall provide written installation instructions for all equipment furnished and shall provide a color coded wiring diagram for all equipment in the panel. This information shall be supplied in an operation and maintenance manual complete with general operating procedures, maintenance and servicing procedures, appropriate warnings and a trouble shooting guide. Six (6) copies of the manual shall be provided to the Engineer prior to payment of 50 percent of the contract amount to the Contractor. The manual shall be revised as to any field changes with six (6) copies submitted of the contract amount to the Contractor.

#### **52.9 ELECTRICAL SERVICE**

The Owner shall obtain from the local electric power company, power service to the pump station.

Wiring shall be copper as manufactured by General Electric Company, or equal and shall be in rigid hot dipped galvanized conduit with threaded fittings outside panels.

All wiring, workmanship and materials shall conform to the latest National Electric Code, the applicable standards of the local electric power company and shall be suitable for approval by the West Virginia Inspection Agency. Certificate of inspection shall be obtained by the Contractor showing approval by the West Virginia Inspection Agency and forwarded to the Owner through the Engineer.

#### **52.10 FACTORY TESTS**

The complete pump station shall be given an operational test of all equipment at the factory to check for excessive vibration, for leaks in all piping or seals and for correct operation of the automatic control system and all auxiliary equipment. The pump station shall be coupled to a reservoir and the pumps shall recirculate water for at least one (1) hour under simulated service conditions. The automatic controls shall be adjusted to start and stop the pumps at approximately the levels required by the job conditions. A report of the results of these tests for the pump station shall be supplied to the Engineer prior to shipment of the pump station to the job site. All components shall be thoroughly inspected by a representative of the Manufacturer to insure satisfactory operation after installation.

## 52.11 INSTALLATION AND OPERATING INSTRUCTIONS

Installation of the wiring, coupling rails, discharge piping and related appurtenances shall be done in accordance with written instructions provided by the Manufacturer. The instructions shall be securely attached to and readily visible on the outside of the main chamber of the pump station.

A convenient Maintenance and Operating Instruction Chart and Daily Maintenance and Inspection Record Chart with ample room for recording daily inspections of the pump station shall be securely mounted on the interior face of the control panel door of each station.

In addition to the Maintenance and Operating Chart, the Manufacturer shall further provide a complete and detailed Operating and Maintenance Manual. The Manual shall cover, in addition to general operating procedures, the operation, maintenance and servicing procedures of the major individual components provided with the pump station. Six (6) copies of the manual shall be provided to the Engineer prior to payment of 50 percent of the contract amount to the Contractor. The manual shall be revised as to any field changes with six (6) copies submitted to the Engineer prior to payment of the final 10 percent of the contract amount to the Contractor.

The manufacturer shall further provide services of a factory-trained representative for a period of one (1) day per station to perform initial start-up of the pump station and to instruct the Owner's operating personnel in the operation and maintenance of the equipment provided by them. Ten (10) day written notification of start-up of the pump station shall be forwarded to the Owner through the Engineer.

## 52.12 EXPERIENCE AND WORKMANSHIP

The pump station shall be the product of a Manufacturer with a minimum of five (5) years of experience in the design and building of such automatic, factory-built, underground pump stations with a minimum of 100 units of similar type pumps, installed and operating. Workmanship and materials throughout shall be of the highest quality.

## 52.13 GUARANTEE

The Contractor shall obtain from the Manufacturer of the pump station a guarantee for one (1) year from the date of start-up. As a minimum the guarantee shall state the following:

- A. The structure and all equipment will be free from defects in design, material and workmanship.
- B. In the event a component fails to perform as specified or is proven defective in service during the guarantee period, the Manufacturer shall provide a

replacement part without cost to the Owner. The Manufacturer shall further provide, without cost, such labor as may be required to replace, repair or modify major components such as the station structure, pumps, pump motors, sewage piping, etc.

A copy of the guarantee shall be provided to the Owner through the Engineer.

Warranties and guarantees by the suppliers of various components in lieu of a single source responsibility by the Manufacturer will not be accepted. The Manufacturer shall be solely responsible for the guarantee of the station and all components.

The replacement or repair (including cost of parts and labor) of those items normally consumed in service, such as pump seals, oil, grease, etc., shall be considered as part of routine maintenance and station upkeep.

#### **52.14 SITE GRADING**

After the equipment has been installed on the pump station site, the Contractor shall restore the disturbed areas. The fill around the structures shall be compacted and graded to the finished elevations as shown on the Plans with a minimum slope of 1/8 inch per foot away from the pump station and valve vault for removal of surface water. Any disturbed areas not requiring stone shall be finely graded, tilled with lime and commercial fertilizer, seeded with grass and mulched with straw as described under Seeding.

#### **52.15 PORTABLE HOIST**

Furnish one (1) portable hoist as detailed in the standard detail section of these specifications.

#### **52.16 DRAWDOWN TEST**

Following installation and initial startup contractor shall perform a drawdown test consisting of timing a one (1) foot drop in the wet well and calculating actual pumping capacity. The test shall be performed using clean water and all inverts into the wet well shall be plugged to ensure the accuracy of the tests. Pumping rates of  $\pm 10\%$  of the rated pump capacity shall be considered acceptable. Greater than 10% variance will be subject to review and approval by the Engineer. Each pump in the pump station shall be tested independently. A minimum of two (2) tests per pump shall be required to assure accuracy.

#### **52.17 METHOD OF MEASUREMENT**

Under this item, no separate measurement shall be made.

**52.18 BASIS OF PAYMENT**

Payment for work performed under this item shall be under the lump sum item shown on the Form of Proposal of which the prices and payments shall be full compensation for furnishing all the materials and doing all the work prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, supplies and incidentals necessary to complete the work.

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.: DNR1900000120 - Tygart Lake SP Lift Station Replacement**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. **Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

*(Check the box next to each addendum received)*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

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

Michel, Inc.

Company



Authorized Signature Thomas H. Michel, President

June 20, 2019

Date

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

West Virginia Division of Natural Resources



INSTRUCTIONS TO VENDORS  
&  
AGENCY TERMS AND CONDITIONS

INSTRUCTIONS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of a Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY pre-bid meeting will be held at the following place and time:

A MANDATORY pre-bid meeting will be held at the following place and time:

Tygart Lake State Park 1240

Paul E. Malone Rd. Grafton,

WV 26354-9741

05/29/2019 at 11:00 AM., EST

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's e-mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five (5) business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 06/05/2019 at 9:00 A.M.,EST

Submit Questions to:  
West Virginia Division of Natural Resources  
Property and Procurement Office  
Attention: Angela Negley  
South Charleston, WV 25303  
Fax: (304) 558-2165  
Email: Angela.W.Negley@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Property and Procurement Office is binding.



**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Property and Procurement Office at the address listed below on or before the date and time of the bid opening. Any bid received by the Property and Procurement Office is considered to be in the possession of the Office and will not be returned for any reason. The Property and Procurement Office will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

West Virginia Division of Natural Resources  
Property and Procurement Office  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the West Virginia Division of Natural Resources.:

**SEALED BID:**  
**BUYER:** Angela Negley  
**SOLICITATION NUMBER:** ARFQ DNR19\*20  
**BID CLOSING DATE:** 06/13/2019  
**BID CLOSING TIME:** 1:30 P.M., EST  
**FAX NUMBER:** 304-558-2165

The Property and Procurement Office may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

**For Agency Request For Proposal ("ARFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Property and Procurement Office at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE:**  
 Technical  
 Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Property and Procurement Office time clock (in the case of hand delivery).

**Bid Opening Date and Time:** 06/13/2019 at 1:30 P.M.,EST

**Bid Opening Location:**  
West Virginia Division of Natural Resources  
Property and Procurement Office  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Property and Procurement Office. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This solicitation is based upon a standardized commodity established under W. Va. Code §5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or

modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with Division of Natural Resources Series IV Purchasing Guidelines and Procedures §6.6. communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office approval for such communication is implied for all agency delegated and exempt purchases.

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

**14. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code §5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**14A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with the W. Va. Code §5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at : <http://www.state.wv.us/admin/purchase/vrc/Venpref/pdf>.

**15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority owned business under W. Va. Code R. § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. Code R. § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. Code R. § 148-22-9.

**16. WAIVER OF MINOR IRREGULARITIES:** The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures § 4.1.g.

**17. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Property and Procurement Office staff immediately upon bid opening. The Property and Procurement Office will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Property and Procurement Office to print or electronically save documents provided that those documents are viewable by the Property and Procurement Office prior to obtaining the password or removing the access restriction.

**18. NON-RESPONSIBLE:** The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §5.5.a., when the Chief Procurement Officer determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

**19. ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §4.1.f. and §6.4.b.

**20. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET(S), OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**21. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Property and Procurement Office a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business

entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, that subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

## AGENCY TERMS & CONDITIONS

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Chief Procurement Officer, or his or her designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

- a. **"Agency"** means the West Virginia Division of Natural Resources.
- b. **"Bid" or "Proposal"** means a vendor's submitted response to a solicitation.
- c. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- d. **"Chief Procurement Officer"** means the Chief Procurement Officer of the Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.
- e. **"Property and Procurement Office"** means the unit within the Division of Natural Resources' Administration Section headed by the Chief Procurement Officer and its personnel.
- f. **"Director of the Purchasing Division"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- g. **"Award Document"** means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General that identifies the Vendor as the contract holder.
- h. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.
- i. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- j. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

- k. "Will", "Shall" and "Must" identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on Section delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one (1) year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 90 days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one (1) year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event, will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open-End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Chief Procurement Officer may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Chief Procurement Officer, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Property and Procurement Office by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the Contract value. The performance bond must be received by the Property and Procurement Office prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Property and Procurement Office prior to Contract award.



**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Property and Procurement Office prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Property and Procurement Office.

**OTHER** \_\_\_\_\_

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 above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
\$1,000,000

**Automobile Liability Insurance** in at least an amount of: \$500,000

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:  
\_\_\_\_\_

**Commercial Crime and Third-Party Fidelity Insurance** in an amount of:  
\_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Other** As required by State Supplementary conditions to AIA201-2017

Notwithstanding anything contained in this section to the contrary, the Chief Procurement Officer reserves the right to waive the requirement that the Agency be named as an additional insured on one or more of the Vendor's insurance policies if the Chief Procurement Officer finds that doing so is in the best interest of the Agency.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers' compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_ for \_\_\_\_\_. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**12. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**13. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**14. PAYMENT METHODS:** The Vendor must accept payment by electronic funds transfer (EFT) and/or through a Purchasing Card. The Purchasing Card program is administered under contract by a banking institution to process payment for goods and services. Vendors may sign up to receive EFT payments by visiting <https://www.sao.gov/ElectronicPayments/Default>.

**15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**16. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**17. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not

appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**18. CANCELLATION:** The Chief Procurement Officer reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures, § 5.2.

**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**21. COMPLIANCE WITH LAWS:** Vendor and its subcontractor(s) shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. The Vendor agrees to notify each subcontractor of its potential responsibility to register with all municipalities in which it will perform work under this contract and to pay all requisite taxes, including all business and occupancy taxes, to those municipalities. Notification under this term must occur prior to the performance of any work under the contract by subcontractor.

**22. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**23. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Property and Procurement Office and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**24. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**25. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance

agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**26. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Property and Procurement Office approval may or may not be required on certain agency delegated or exempt purchases.

**27. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**28. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**29. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or

political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**33. SUBCONTRACTOR COMPLIANCE:** The Vendor shall notify all subcontractors providing commodities or services related to this Contract that they are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Notification under this provision must occur prior to the performance of any work under this contract by the subcontractor.

**34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**36. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**37. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or to a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the State or a political subdivision of the State.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned, Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members, and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**41. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

e. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid, or offer prices, will be reevaluated in accordance with this rule.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within fifteen (15) days after receiving the supplemental disclosure of interested parties.



**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** W. Va. Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Michel, Inc.

Contractor's License No.: WV- 001828

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

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be

the Property and Procurement Office. For contracts of \$25,000 or less, the public authority shall be the agency section issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of W. Va. Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21- 1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm, or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

#### **7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Property and Procurement Office within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Property and Procurement Office's request for the subcontractor list.

**a. Required Information.** The subcontractor list must contain the following information:

**i. Bidder's name**

**ii. Name of each subcontractor performing more than \$25,000 of work on the project.**

**iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.**

**iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)**

**b. Subcontractor List Submission Form:** The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

**c. Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

**i. The subcontractor listed in the original bid has filed for bankruptcy;**

**ii. The subcontractor in the original bid has been debarred or suspended; or**

**iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.**



**ADDITIONAL TERMS AND CONDITIONS**  
**(Architectural and Engineering Contracts Only)**

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Property and Procurement Office buyer by the Agency section. The Property and Procurement Office buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Property and Procurement Office at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

*Thomas H. Michel, President*  
(Name, Title)

Thomas H. Michel, President  
(Printed Name and Title)

PO Box 1140, Bridgeport, WV 26330  
(Address)

304-622-7923 / 304-622-9552  
(Phone Number) / (Fax Number)

michelinc5@aol.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Michel, Inc.  
(Company)

*Thomas H. Michel, President*  
(Authorized Signature) (Representative Name, Title)

Thomas H. Michel, President  
(Printed Name and Title of Authorized Representative)

6/20/19  
(Date)

304-622-7923 / 304-622-9552  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
WVDNR Parks and Recreation Section  
Tygart Lake State Park  
Wastewater Lift Station #3 Replacement

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GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids to establish a contract for construction of a replacement of the No. 3 Wastewater Lift Station at Tygart Lake State Park.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification's Manual as defined below.
  - 2.1 **"Construction Services"** means the construction of a new wastewater lift station while maintaining the concurrent operational function of the existing wastewater lift station. The project also includes other incidental construction as needed and described in the construction documents. This project is more fully described in these specifications and the Specifications/Project Manual and drawings.
  - 2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
  - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the West Virginia Division of Natural Resources.
  - 2.4 **"Specifications/Project Manual"** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.
3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least two projects that involved work similar to that



**REQUEST FOR QUOTATION  
WVDNR Parks and Recreation Section  
Tygart Lake State Park  
Wastewater Lift Station #3 Replacement**

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described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

- 5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(e), if the Pricing Pages contain alternates/add-ons, there must be no more than seven listed, and the alternates/add-ons will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on. Provided, that Agency may accept an alternate out of the listed order if acceptance would not affect determination of the lowest qualified responsible bidder. Any unaccepted alternate contained within a bid shall expire one hundred fifty days after the date of the opening of bids for review.
- 7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
- 8. PROJECT PLANS:** Copies of the project plans and project manual can be obtained by contacting the entity identified below.

Rebecca Westfall  
WV DNR PEM  
324 4<sup>th</sup> Ave  
South Charleston, WV 25303

Telephone 304 558 2764  
Email @ Rebecca.Westfall@wv.gov  
There is no charge for digital copies via email.

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Copies of project plans and project manual can be examined at the following locations

**Contractors Association of West Virginia**  
2114 Kanawha Boulevard East  
Charleston, West Virginia 25311  
Phone: 304-342-1166  
Fax: 304-342-1074

**Kanawha Valley Builders Association**  
1627 Bigley Avenue  
Charleston, WV 25302  
Phone: 304-342-7141  
Fax: 304-343-8014

**Construction Employers Association NCWV**  
2794 White Hall Blvd  
White Hall, WV 26554  
Phone: 304-367-1290  
Fax: 304-367-0126

**Parkersburg Marietta Contractors Association**  
2905 Emerson Avenue  
Parkersburg, WV 26104  
Phone: 304-485-6485

**West Virginia Home Builders Association**  
2220 Washington Street East, Suite #1  
Charleston, West Virginia 25311  
Phone 304-342-5176

- 9. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.
- 10. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 10.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 10.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

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- 10.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 10.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 10.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**11. MISCELLANEOUS:**

- 11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Thomas H. Michel

**Telephone Number:** 304-622-7923

**Fax Number:** 304-622-9552

**Email Address:** michelinc5@aol.com