

Solicitation Response(SR) Dept: 0310 ID: ESR0601200000007121 Ver.: 1 Function: New Phase: Final

Modified by batch , 06/02/2020

Header 1



General Information Contact Default Values Discount Document Information

Procurement Folder: 715708	SO Doc Code: ARFQ
Procurement Type: Agency Purchase Order	SO Dept: 0310
Vendor ID: VS0000017979	SO Doc ID: DNR2000000051
Legal Name: Ramp Construction Company, Inc.	Published Date: 5/15/20
Alias/DBA:	Close Date: 6/2/20
Total Bid: \$55,400.00	Close Time: 13:30
Response Date: 06/02/2020	Status: Closed
Response Time: 12:55	Solicitation Description: Addendum No. 01_Tomlinson Run Sp - Bathhouse Roof Rehab
	Total of Header Attachments: 1
	Total of All Attachments: 1



**State of West Virginia
Request For Quotation
Construction**

Procurement Folder : 715708

Document Description : Addendum No. 01_Tomlinson Run Sp - Bathhouse Roof Rehab

Procurement Type : Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2020-05-15	2020-06-02 13:30:00	ARFQ 0310 DNR2000000051	2	Final

SUBMIT RESPONSES 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 Ramp Construction Co., Inc. 1020 Route 519 Eighty Four, PA 15330 <i>724-745-8945</i>

FOR INFORMATION CONTACT THE
 James H Adkins
 (304) 558-3397
 jamie.h.adkins@wv.gov

Signature X *[Handwritten Signature]* FEIN # *25-1787720* DATE *6/2/2020*

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

ADDITIONAL INFORMATION:

Addendum

Addendum No. 01 is issued to publish and distribute the attached information to the Vendor Community.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES TOMLINSON RUN STATE PARK 84 OSAGE RD NEW MANCHESTER WV 26056 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Bathhouse Roof Rehabilitation				

Commodity Code	Manufacturer	Model #	Specification
72152601			

Extended Description
 Bathhouse Roof Rehabilitation

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Non-Mandatory Pre-Bid 11am - 1pm, ET	2020-05-13
2	Technical Question Deadline 9:00am, ET	2020-05-15

DNR2000000051	Document Phase Final	Document Description Addendum No. 01_Tomlinson Run Sp - Bathroom Roof Rehab	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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: Brandy Construction Company, Inc.

Authorized Signature: [Signature] Date: 6/2/2020

State of Pennsylvania

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of June, 2020

My Commission expires January 10, 2024

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Commonwealth of Pennsylvania - Notary Seal
Michelle A. Bevec, Notary Public
Washington County
My commission expires January 10, 2024
Commission number 1266371
Member, Pennsylvania Association of Notaries

Purchasing Affidavit (Revised 01/19/2018)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Ramp Construction Company, Inc.
of Eighty Four, Pennsylvania, as Principal, and The Cincinnati Insurance Company
of Cincinnati, Ohio, a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Cincinnati, 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
Tomlinson Run State Park-Pool Bathhouse Roof Replacement, New Cumberland WV

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 2nd day of June, 2020.

Principal Seal



Surety Seal



Ramp Construction Company, Inc.
(Name of Principal)
By Al Maletta
(Must be President, Vice President, or
Duly Authorized Agent)
Andrew Maletta, President
(Title)

The Cincinnati Insurance Company
(Name of Surety)
Alexandra Machnik
Alexandra Machnik 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.**

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Brian W. Long; Barbara A. Leeper; Brian F. Jeffe; Jay Black; Josephine M. Streyle; Patti K. Lindsey; Wendy A. Bright; Alexandra Machnik and/or Paul A. King

of Pittsburgh, Pennsylvania its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED. that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.



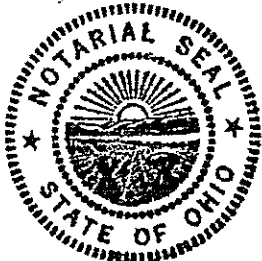
THE CINCINNATI INSURANCE COMPANY

Stacy A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 2nd day of June 2020



Stacy D. Dan

Secretary



State of West Virginia

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the West Virginia Division of Natural Resources Procurement Office encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license# on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form and/pricing sheet (only if stipulated as mandatory).

SECTION 3 – SITE CONDITIONS

- 3.1 Keep the premises in a neat, safe, and orderly condition at all times. Remove debris and clean sidewalks, entries, exits, lawns, and parking areas at end of each workday.
- 3.2 The pool bathhouse building will be not open for business during this Work. However, the Park will remain open. Contractor is to provide barriers, fencing, signs, and any other protection necessary to assure the safety of all visitors, staff, and contractors
- 3.3 Contractor is to work with DNR personnel and visitors for a smooth operation. Professionalism and courteousness around DNR personnel and visitors shall always be maintained.
- 3.4 Means of egress from the Office building and parking lot, or access by emergency vehicles shall not be compromised.
- 3.5 The Contractor is responsible for protecting Work from inclement weather, snow, ice, rain, etc. Contractor is responsible for any snow removal, if necessary, in their work area.
- 3.6 Protect the lawns, plant materials, sidewalks, statues, signs, existing structures, cameras, wiring, etc. from any damage. Contractor is responsible for repairing or replacing any items that are damaged due to this Work.
- 3.7 Bathroom facilities will be NOT available. Contractor to provide facilities.
- 3.8 Electrical and/or water will be provided by the DNR during regular work hours for Work scope items only. Coordinate with District personnel.
- 3.9 Use of any interior District office space for storage, staging, phone, etc. is prohibited.

SECTION 4 – TESTS

- 4.1 Upon completion of the work, the Contractor will demonstrate to the WV DNR that the roof is watertight and weatherproof.
- 4.2 Contractor is responsible for arranging any inspections, testing, etc. needed to obtain warranty. The WV DNR is to be notified in advance as to the date and time of such tests and inspections. Contractor shall submit plans for any necessary testing 10 days prior to beginning this work.

SECTION 5 – WARRANTIES

- 5.1 Inspections, testing, etc. needed for warranty shall be the responsibility of the Contractor.
- 5.2 Contractor shall warrant materials, workmanship, and watertight for a period of two years from date of acceptance of completion by WV DNR.

2.5 ASPHALT SHINGLES

- A. Shingles are to be 35 year warranty, 3 tab with color to match existing shingles on adjacent building. Contractor to supply samples for color comparison. Contractor shall submit samples of shingles to be used prior to beginning any work, manufacturer's recommended installation procedures, and a materials list of items proposed for installation 10 days prior to beginning any work and within 10 calendar days after receiving the Owner's Notice to Proceed. WV DNR contact information will be provided to successful bidder.

2.6 OTHER MATERIALS

- A. Provide necessary accessories, fittings, parts, hardware, mounting hardware, fasteners, materials, sealants, flashing, products, equipment and other work incidental to the installation to complete the work so as to function as intended. These are subject to the approval of the WV DNR. Submit any samples 10 days prior to beginning work. WV DNR contact information will be provided to successful bidder.
- B. Accessories, fittings, parts, hardware, mounting hardware, fasteners, materials, products, equipment, incidentals are to be from same manufacturer and commensurate quality as primary material, product, equipment for which they are incidental to, or be approved in writing by primary material, products, equipment for use.
- C. No felting is required. Underlayment shall be Titanium UDL 25 Plus or approved equal. Submit sample and manufacturer's instructions 10 days prior to beginning any work.
- D. Provide aluminum drip edge. Provide color samples.
- E. New flashing/counter flashing shall be installed around chimneys, vents, pipes, and roof valleys according to manufacturer's installation instructions. Submit sample and manufacturer's instructions 10 days prior to beginning any work. WVDNR contact information will be provided to successful bidder.
- F. Furnish and install Ridge Vents that run from gable to gable.
- G. Staples shall Not be used as fasteners.

2.7 EXTRA MATERIALS

- A. Furnish 1 (one) square of extra shingles that match those installed. Shingles are to be packaged with protective covering for storage and labeled with install date, description of contents, and grade.
- B. Extra material to be delivered and placed at an on-site location as directed by WV DNR park personnel.

2.8 SUBSTITUTIONS

- A. Any substitution requests should be submitted by the technical question deadline.

SECTION 2 - MATERIALS

2.1 SUMMARY

- A. Provide shingles and components, ridge vents, underlayment, flashing, attachments, vent boots, etc. as needed for a complete and proper installation.

2.2 QUALITY ASSURANCE

- A. The Contractor shall use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work.
- B. The Contractor shall provide any or all certifications, licenses, and labor necessary to assure obtaining the warranty.
- C. The Contractor has the responsibility to protect the Owner's property and the property of others from damage due to weather or construction activities. The Contractor shall make any necessary provisions to prevent rain or other inclement weather from entering the structure. Any damage caused from replacing the roof shall be the responsibility of the Contractor to repair/replace with acceptance by the WV DNR.
- D. Contractor is responsible for protecting the building and its contents from moisture, dust, etc. entering the building due to this Work. Any issues resulting from areas being unprotected will be the responsibility of the contractor.
- E. Be cautious of utility lines, etc. Contractor is responsible for any damages or loss of power caused by this roofing Work. If lines need disconnected, and the Park is in need of these utilities at time of construction, the contractor will be responsible for providing temporary provisions approved by the Park.
- F. The bathhouse is closed down for the season, but safety is still important as the grounds are open to the public. The work areas must be flagged, fenced, and/or taped off where no foot traffic may be inside the Work area. Provide proper signage. Clean up of nails, shingles, etc. must be thorough and done at the end of each workday. Contractor is responsible for providing their own dumpster.

2.3. INSPECTIONS

- A. The authorized representatives and agents of the Division of Natural Resources shall be permitted to inspect all work, materials, payroll records of personnel, invoices of materials, and other relevant data and records.

2.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver the materials to the job site and store, in a safe area, out of the way of traffic, and shored up off the ground surface.
- B. Use extreme care in off- loading of materials to prevent damage of materials and surrounding property.

SECTION 1 - SUMMARY

1.1 PROJECT

- A. Project Name: Pool Bathhouse Roof Replacement for Tomlinson Run State Park
- B. Location: Tomlinson Run State Park, 3391 Veteran's Blvd, New Cumberland, WV
- C. Owner's Name: West Virginia Department of Natural Resources (WV DNR).
- D. The project generally consists of replacing the existing shingles, underlayment, and any damaged tongue and groove sheathing/boards on a 1 story bathhouse.
- E. The is a prevailing-wage project.

1.2 SCOPE OF WORK

- A. Properly remove and dispose of all existing shingles, ridge vents, sky lights, roofing felt, nails, abandoned boots/vents, any damaged sheathing, and other roofing debris. Remove any and all debris due to this Work from the Park.
- B. Install a new asphalt shingle roof system, fascia, soffit, drip edge, roof boots, and ridge vents on the pool bathhouse.
- C. Furnish any incidental work, materials, product, labor, and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.
- D. Allow for furnishing and installing 200 square feet of sheathing (thickness and quality to match existing) to replace any damaged areas under the shingles.
- E. Furnish and install structural timbers and sheathing to fill in areas where sky lights were removed. Sheathing to match existing.
- F. Replace any damaged wood fascia and soffit. Furnish and install vinyl soffit and aluminum fascia over all wood fascia and soffit. Provide color samples.
- G. Provide a unit price for each 10 square feet of sheathing (thickness and quality to match existing) beyond the 200 square feet allowed in the base bid.

1.3 INSTALLATION

- A. The contractor shall furnish all labor, equipment, and materials to perform the work.
- B. Installation shall be in accordance with all Federal, State, and Municipal laws, codes, regulations, and ordinances that are pursuant to the Work. Comply with the provisions contained in the International Building Codes.
- C. Contractor is responsible for any permits required.
- D. Step flashing shall be installed where roof meets roof vents, etc.
- E. Pneumatic air nailing is permitted. Follow OSHA guidelines.
- F. The starter course shall be minimum 36-inch underlayment. Underlayment shall continue to 106" from bottom edge.
- G. Provide California one cut in valleys. Use ice & water in valleys.

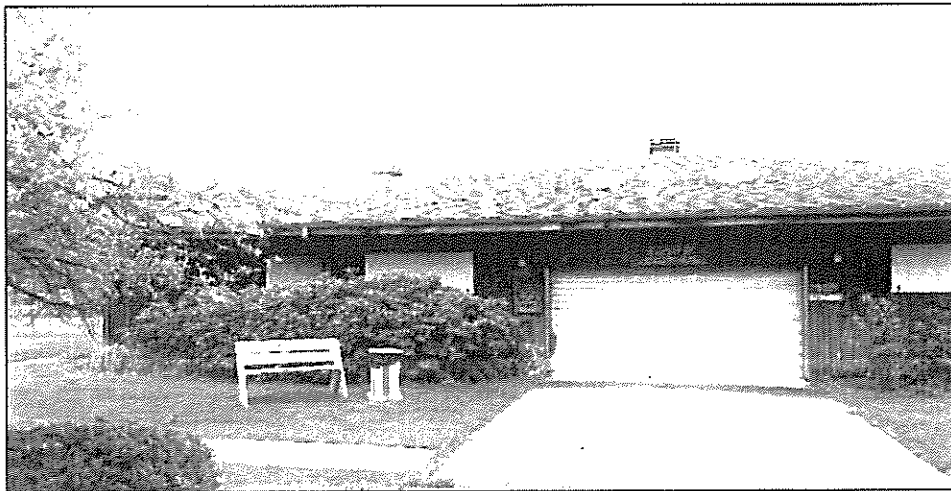
WV Department of Natural Resources

ROOF REPLACEMENT

Tomlinson Run State Park
Pool Bathhouse
New Cumberland, WV

September 2019

Project Manual



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:

1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
5. Vendor shall inform all staff of Agency's security protocol and procedures.

11. MISCELLANEOUS:

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: Andrew Maletta

Telephone Number: 724-745-8945

Fax Number: 724-745-8947

Email Address: rampconstruction@aol.com

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(c), 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 can be obtained on WV Oasis or by contacting the entity identified below.

Rebecca Westfall
WV DNR
Parks & Recreation Division
Rebecca.Westfall@wv.gov
[304-380-2760](tel:304-380-2760)

Digital copies of bid documents are provided at no cost.

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.

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids to establish a contract to replace the shingled roof on a one story pool bathhouse with a footprint of approximately 4,500 square feet located at Tomlinson Run 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.

1. **"Construction Services"** means preparation, paving and incidentals associated with paving areas within the Park as more fully described in these specifications and the Project Manual.

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.

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.

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:

1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least [insert number of projects] projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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 type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input 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.

Bump Construction Company, Inc.
Company

Al Mello
Authorized Signature

10/2/2020
Date

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

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.

AM
(Name, Title)
Andrew Maletta, President
(Printed Name and Title)
1020 Rt 519, Eighty Four, PA 15330
(Address)
724-745-8945 / 724-745-8947
(Phone Number) / (Fax Number)
Rampconstruction@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.

Ramp Construction Company, Inc.
(Company)

AM, Andrew Maletta
(Authorized Signature) (Representative Name, Title)

Andrew Maletta, President
(Printed Name and Title of Authorized Representative)

10/2/2020
(Date)

724-745-8945 / 724-745-8947
(Phone Number) (Fax Number)

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Ramp Construction Co., Inc.

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary.

- 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.

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;

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

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

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

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

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

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

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

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

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 attached AIS 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.

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: Ramp Construction Company, Inc.
Contractor's License No.: WV- 058359

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

EXHIBIT A – PRICING PAGE
Tomlinson Run State Park
Pool Bathhouse Roof Replacement

Name of Bidder:

Pramp Construction Company, Inc.

Address of Bidder:

1020 Rt 519
Eighty Four, PA 15330

Phone Number of Bidder:

724 745 8945

WV Contractors License No.

WV - 058359

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.

BASE BID:

The project generally consists of replacing the existing shingles, damaged sheathing, fascia, soffit, drip edge, and removing the sky lights. Include sheathing at sky light locations in the base bid. Include 200 square feet of replacement sheathing in the base bid for other damaged locations.

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, **written in numbers.**

\$ 55,400.00

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, **written in words.**

Fifty Five Thousand Four Hundred Dollars

UNIT PRICE:

Provide a unit price for each 10 square feet of roof sheathing (thickness and type to match existing) beyond the 200 square feet required in the base bid and beyond the sky light locations.

Please note: If rotten or unsuitable sheathing beyond the 200 square feet in the base bid is encountered, the DNR representative shall be contacted for instructions on how to proceed.

Unit Price: Provide unit price per 10 square feet to furnish and install sheathing to match existing.

written in numbers.

\$100.00

Unit Price: Provide unit price per 10 square feet to furnish and install sheathing to match existing.

written in words.

One Hundred Dollars

Unit Prices shall be used solely for the negotiations of any requested Change Orders subsequent to the award of the Contract. However, in the event of a discrepancy, the amount indicated as the base bid shall prevail. Any contract issued as a result of this bid will contain the amount of the base bid and any approved alternates.

The award of this contract is contingent upon availability of funds. We anticipate these funds to be available prior to bid opening; however, due to events beyond the control of this Agency, there could be a delay or cancellation of the award.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.



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

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

1. I am an employee of Ramp Construction Company, Inc.; and,
(Company Name)
2. I do hereby attest that Ramp Construction Company, 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: Andrew Maletta

Signature: 

Title: President

Company Name: Ramp Construction Company, Inc.

Date: 6/2/2020

STATE OF WEST VIRGINIA, Pennsylvania

COUNTY OF Washington, TO-WIT:

Taken, subscribed and sworn to before me this 2nd day of June, 2020.

By Commission expires January 10, 2024

(Seal)


(Notary Public)

Commonwealth of Pennsylvania - Notary Seal
Michelle A. Bevec, Notary Public
Washington County
My commission expires January 10, 2024
Commission number 1266371
Member, Pennsylvania Association of Notaries