

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BLUESTONE SP GROUP 1 – REHABILITATION AND RENOVATION OF NINE (9)
CABINS**

**Pricing Page
Exhibit A**

Name of Vendor:

McClanahan Construction Company LLC

Address of Vendor:

744 Poca River Rd N
Poca, WV 25159

Phone Number of
Vendor:

(304) 776-3355

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 vendors, 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 Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Total Base Bid** shall be indicated in the space below.

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

\$392,000.00

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

Three hundred ninety two thousand dollars
and no cents

**The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. **

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Exhibit A**

Additive Alternate 3:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 3** shall be indicated in the space below.

Additive Alternate 3:

Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$23,500.00

Additive Alternate 3:

Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Twenty three thousand five hundred dollars
and no cents

Additive Alternate 4:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 4** shall be indicated in the space below.

Additive Alternate 4:

Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$151,200.00

Additive Alternate 4: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

One hundred fifty one thousand two hundred dollars
and no cents

**The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. **



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

STATE OF WEST VIRGINIA,

COUNTY OF Putnam, **TO-WIT:**

I, Bruce D. McClanahan, after being first duly sworn, depose and state as follows:

1. I am an employee of McClanahan Construction Company LLC; and,
(Company Name)
2. I do hereby attest that McClanahan Construction Company LLC
(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: Bruce D. McClanahan

Signature: *Bruce D. McClanahan*

Title: Managing Member

Company Name: McClanahan Construction Company LLC

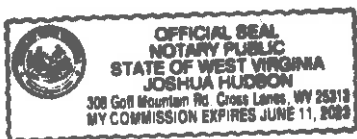
Date: 11/15/2018

Taken, subscribed and sworn to before me this 15th day of November, 2018.

By Commission expires June 11th, 2023

(Seal)

Joshua Hudson
(Notary Public)



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: McClanahan Construction Company LLC

Authorized Signature: *Brian D. McClanahan* Date: 11/15/2018

State of West Virginia

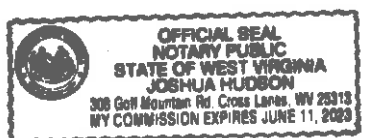
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 15 day of November, 2018.

My Commission expires June 11th, 2023.

AFFIX SEAL HERE

NOTARY PUBLIC *John M...*



CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV004165

Classification:

GENERAL BUILDING
RESIDENTIAL
SPECIALTY

MCCLANAHAN CONSTRUCTION COMPANY LLC
DBA MCCLANAHAN CONSTRUCTION COMPANY LLC
744 POCA RIVER RD N
POCA, WV 25159-9042

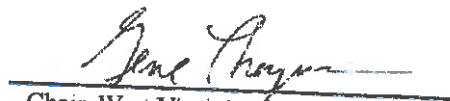
Date Issued

SEPTEMBER 11, 2018

Expiration Date

SEPTEMBER 11, 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.



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

Procurement Folder : 507114

Document Description : Addendum No.1-Bluestone SP Group I Cabin Rehabilitation

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-11-02	2018-11-16 13:30:00	ARFQ 0310 DNR1900000030	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 McClanahan Construction Company LLC 744 Poca River Rd N Poca, WV 25159 (304) 776-3355

FOR INFORMATION CONTACT THE

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

Signature X 

FEIN # 55-0698258

DATE 11/16/2018

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

ADDITIONAL INFORMATION:

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

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WEST VIRGINIA STATE PARKS 324 4TH AVE SOUTH CHARLESTON WV25303-1228 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES BLUESTONE STATE PARK HC 78 BOX 3 HINTON WV 25951-9503 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Building maintenance and repair services	1	1	\$392,000.00	\$392,000.00

Commodity Code	Manufacturer	Model #	Specification
72101500			

Extended Description

Rehabilitation and renovation of nine (9) cabins.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Non-Mandatory Pre-Bid Meeting at 10:00 a.m., EST	2018-10-25
2	Technical Question Deadline at 9:00 a.m., EST	2018-10-31

DNR1900000030	Document Phase Final	Document Description Addendum No.1-Bluestone SP Group I Cabin Rehabilitation	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: ARFQ DNR19*30
Bluestone SP Group 1 Cabin Rehabilitation and Renovation
Addendum Number: No. 01

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. Attach technical questions and agency response.

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.

**ADDENDUM NO. 01
REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Parks & Recreation
ARFQ-0310-DNR19*30 Bluestone SP Group I Cabin Rehabilitation and Renovation**

RESPONSE TO VENDOR QUESTIONS

Vendor Question No. 1:

For Cabin #14, could you please provide the dimensions for what will be the new kitchen area? This cabin had hardwood floors throughout and the kitchen area was not defined. Also, we were allowed to view Cabins #1, 14, 20, 21, 17, and 5. If there are other cabins that are the same as Cabin #14, could you please provide those dimensions as well?

Agency Response: All measurements are to be made by contractor.

Vendor Question No. 2:

In Section 10.4 Lodging, please clarify fee to be paid prior to occupancy referenced in last paragraph.

Agency Response: County Hotel/Motel tax (6%) is all that is required.

6% x 2-Bedroom Cabin weekly rate w/o tax \$813 - \$48.78 per week

6% x 3-Bedroom Cabin (Cabins 21, 22, 24) weekly rate w/o tax \$908 = \$54.45 per week

6% x 3-Bedroom Lakeview Cabin (Cabins 1, 2, 6) weekly rate w/o tax \$988. \$59.28 per week.

Vendor Question No. 3:

In Add Alternate #1, Section 10 Exterior Doors – Are existing screen / storm doors to remain in place?

Agency Response: Yes.

Vendor Question No. 4:

In Add Alternate #1, Section 10.5 – It states that doors must be primed for painting. Is the Contractor or Agency responsible for the finished paint coat on the doors?

Agency Response: Doors should be factory primed and painted with factory finish. A list of factory colors are to be made available to agency by contractor and selected by agency.

Vendor Question No. 5:

In Add Alternate #4, Section 13 – Is Contractor required to stain the new decks?

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR19*30

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 dated 11/02/2018	<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.

McClanahan Construction Company LLC

Company



Authorized Signature

11/16/2018

Date

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS
West Virginia Division of Natural Resources
Agency Formal Procurements

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:

Bluestone State Park Headquarters
HC 78 Box 3
Hinton, WV 25951
October 25, 2018, at 10:00AM

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

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: October 31, 2018 at 9:00 AM

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.

Bid Opening Date and Time: November 16, 2018 at 1:30 PM

Bid Opening Location:
West Virginia Division of Natural Resources
Property and Procurement Office
324 4th 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. ALTERNATES: 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.

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. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid any applicable fees.

21. 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.

22. INTERESTED PARTY 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 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.

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 agency 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 180 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.

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.

WV Contractor's License

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.

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. LITIGATION BOND: The Chief Procurement Officer reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Property and Procurement Office. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Property and Procurement Office. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of \$250 per day for each day after the 180 day deadline. 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.

12. 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.

13. 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.

14. 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.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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>.

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 W.Va. Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project 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. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Property and Procurement Office affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

c. 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.

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: McClanahan Construction Company LLC

Contractor's License No.: WV- 004165

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.

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.

**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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR19*30

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 dated 11/02/2018	<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.

McClanahan Construction Company LLC

Company


Authorized Signature

11/16/2018

Date

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

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BLUESTONE SP GROUP 1 – REHABILITATION AND RENOVATION OF NINE (9)
CABINS**

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids on behalf of Bluestone State Park to establish a contract for the rehabilitation and renovation of nine (9) cabins.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

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 Project Plans as defined below.

2.1 “Construction Services” means the rehabilitation and renovation of nine (9) cabins as more fully described in the Project Plans.

2.2 “Pricing Page” means the form on which Vendor should list its proposed bid, and is attached hereto as Exhibit A.

2.3 “Solicitation” means the official notice of an opportunity to supply the State with Construction Services.

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

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 three (3) projects that involved work similar to that described in these specifications or the Project Plans. 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.

REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BLUESTONE SP GROUP 1 – REHABILITATION AND RENOVATION OF NINE (9)
CABINS

- 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:** If the Pricing Pages contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on 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.
- 7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans and any available manufactures recommendations for installation, and the most current version of the International Building Code.
- 8. 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. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
- 9. PAYMENTS:** See Appendix A.
- 10. CONDITIONS OF THE WORK**

 - 10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
 - 10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.
 - 10.3. Standard Work Hours:** The standard hours of work for this Contract will be open to seven (7) days a week, specific hours will be determined by the Park Superintendents, or Park Designee, that will minimize disturbances to park guests. You must work with the Park Superintendents or Park Designee to determine an appropriate working schedule.

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BLUESTONE SP GROUP 1 – REHABILITATION AND RENOVATION OF NINE (9)
CABINS**

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

12. MISCELLANEOUS:

- 12.1. **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: Bruce D. McClanahan

Telephone Number: (304) 776-3355

Fax Number: (304) 776-6121

Email Address: bruce@mcclanahanconstruction.com

**Project Name: Classic Cabin Modernization-Bluestone State Park
1-Project Summary**

1. Project Summary

1.1 Project Name: Bluestone State Park Classic Cabin Modernization.

1.2 Location: HC 78 Box 3, Hinton, WV 25951

1.3 Agency's Name: West Virginia Department of Natural Resources (WVDNR).

1.4 The project generally consists of the repair of nine (9) guest cabins for the modernization and installation of the following: porcelain tile (to be installed in bathroom and kitchen floors.), bathroom walls, kitchen cabinets, quartz counter tops, kitchen and bathroom sinks, kitchen and bathroom fixtures, exhaust fans, interior lights/fan lights, steel exterior doors, subfloor, underlayment, and the installation of all appliances.

3.1.4.10 Must include trim molding;

3.2. Kitchen Cabinets

3.2.2. Vendor must remove all existing kitchen cabinetry;

3.2.3. Vendor must supply and install Shenandoah brand, or equal;

3.2.3.1. Kitchen base and kitchen cabinets must replace existing configuration;

3.2.3.2. Door style and hardware to be selected by Agency from Manufacturer's available selections;

3.2.3.3. Color to be selected by Agency from Manufacturer's available selections;

3.2.4. Vendor must follow manufacturer's recommendations for installation;

3.2.5. All other structural elements must be all plywood construction using ½" plywood;

3.2.6. Vendor is required to field measure to ensure fit;

3.3. Microwave

3.3.1. New cabinetry should provide place for vendor provided over-the-stove microwave/hood combination;

3.3.2. Vendor must supply and install microwave combination unit Model # LMV1762ST, LG 1.7-cu ft Over-the-Range Microwave (Stainless Steel) (Common: 30-in; Actual: 29.875-in) unit or equal;

3.3.3. Unit will be installed as ventless when no other venting options are available;

3.3.4. Vendor must supply install unit, including mounting brackets and concealed electrical wiring;

3.3.5. Microwave must be minimum 1,000-watt,

3.3.6. Microwave must be fingerprint resistant stainless steel

3.4. Kitchen Countertops

3.4.1. Vendor must remove and dispose of existing countertops,

3.6 Kitchen Faucets

- 3.6.1** Vendor must supply and install a heavy duty, high arc, kitchen faucet with spray head; Delta 9113-AR-DST Essa, or equal;
- 3.6.2** Must be single handle pull down faucet;
- 3.6.3** Finish to be selected by Agency;
- 3.6.4** Faucet must have minimum flow rate of 1.80 GPM @ 60 PSI;
- 3.6.5** Faucet must have minimum spout height of 15 ¼”;
- 3.6.6** Faucet must have minimum spout length of 9 ¼”;
- 3.6.7** Faucet must have minimum deck thickness must be 2 ½”;
- 3.6.8** Faucet must have magnetic docking spray head;
- 3.6.9** Faucet must be installed using manufacturer’s installation recommendations;
- 3.6.10** Faucet must be fully plumbed to hot and cold water;

4 Bathroom Modernization:

4.2 Bathroom Flooring

- 4.2.1** Vendor must remove all existing bathroom flooring to expose subfloor
- 4.2.2** Vendor must repair any damaged bathroom subfloor;
- 4.2.3** Vendor must replace with new underlayment and install tile;
- 4.2.4** Vendor must provide and install Stonepeak, or equal honed porcelain tile,
 - 4.2.4.1** Lochwood 4” x 48” honed porcelain tile;
 - 4.2.4.2** Tile must have high resistance to abrasion and is suitable for heavy-duty residential and commercial floor installations;

outdoor in freezing or non-freezing environments;

4.3.2.2 Vendor must follow manufacturer's recommendations for installation;

4.3.2.3 Vendor is required to field measure walls;

4.3.2.4 Pattern and color to be selected by Agency;

4.3.2.5 Grout color to match tile will be selected by Agency;

4.3.2.6 Vendor must install and finish sheetrock on remaining wall surface;

4.3.2.6.1 Sheetrock to be approved for bathroom use.

4.3.2.6.2 Sheetrock above chair rail to be painted with semi-gloss paint;

4.3.2.6.3 Wall must be finished to a smooth surface;

4.3.2.7 Vendor must follow manufacturer's recommendations for installation;

4.3.2.8 Vendor is required to field measure walls;

4.4 Bathroom Ceiling

4.4.1 Vendor must install and finish sheetrock on ceiling;

4.4.1.1 Sheetrock to be approved for bathroom use;

4.4.1.2 Ceiling must be finished to a smooth surface;

4.4.2 Vendor must paint bathroom ceiling PPG semi-gloss interior kitchen/bath paint.

4.4.2.1 Color to be selected by Agency.

4.5 Bathroom Shower

4.5.1 Vendor must remove existing shower;

4.5.2 Vendor must build a floor to ceiling wall between shower and bathroom vanity for shower enclosure;

4.5.3 Vendor must provide and install custom Cast Marble Works, GRT 29 granite cast shower panels, or equal;

- 4.7.3 Unit must feature single handle controls both on/off activation and temperature setting;
- 4.7.4 Unit must include faceplate with ADA-compliant metal lever handle;
- 4.7.5 Unit must include single-function 2.5 GPM (gallons per minute) showerhead;
- 4.7.6 Vendor must follow manufacturer's recommendations for installation;
- 4.7.7 Color selection will be selected from manufacturer's available colors by Agency;

4.8 Bathroom Vanity

- 4.8.1 Vendor must remove existing medicine cabinet vanity lights;
- 4.8.2 Vendor must repair surface;
- 4.8.3 Vendor must supply and install Shenandoah brand vanity base, or equal;
- 4.8.4 Vanity base door style and hardware to be selected by Agency from Manufacturer's available selections;
- 4.8.5 Vanity base color to be selected by Agency from Manufacturer's available selections;
- 4.8.6 Vendor must follow manufacturer's recommendations for installation;
- 4.8.7 Vanity base must be 31-1/8" in height;
- 4.8.8 Vanity base should not have a shelf;
- 4.8.9 Vanity base must include one (1) door and one (1) panel;
 - 4.8.9.1 Vanity base must be all plywood construction using 1/2" plywood;
 - 4.8.9.2 Vendor is required to field measure to ensure fit to match existing configuration;
 - 4.8.9.3 Vendor must supply and install a built-in vanity top;

4.10 Bathroom Hardware

4.10.1 Vendor must remove existing items;

4.10.2 Vendor must repair surfaces,

4.10.3 Vendor must supply and install bathroom hardware MOEN Banbury 4-Piece Bath, or equal including:

4.10.3.1 Toilet paper holder;

4.10.3.2 24" towel rack;

4.10.3.3 Two-hook robe hook;

4.10.3.4 Hand towel ring;

4.10.4 Color will be selected by Agency;

4.10.5 Vendor must follow all manufacturer's recommendations for installation;

4.11 Bathroom Lighting

4.11.1 Vendor must remove existing light,

4.11.2 Vendor must repair surfaces,

4.11.3 Vendor must supply and install Broan, 100 CFM Ceiling Bathroom Exhaust Bath Fan with Light in ceiling or equal;

4.11.4 Installation must be finished with no visible gaps between unit and ceiling;

4.11.5 Vendor must follow all manufacturer's recommendations for installation;

4.11.6 Lighting must be minimum 100 watt;

5.1.4.9 Pattern and color will be selected by Agency;

5.1.4.10 Must include trim molding;

5.2 Kitchen Cabinets

5.2.1 Vendor must remove all existing kitchen cabinetry;

5.2.2 Vendor must supply and install Shenandoah brand, or equal;

5.2.2.1 Kitchen base and kitchen cabinets must replace existing configuration;

5.2.2.2 Door style and hardware to be selected by Agency from Manufacturer's available selections;

5.2.2.3 Color to be selected by Agency from Manufacturer's available selections;

5.2.3 Vendor must follow manufacturer's recommendations for installation;

5.2.4 All other structural elements must be all plywood construction using ½" plywood;

5.2.5 Vendor is required to field measure to ensure fit;

5.3 Microwave

5.3.1 New cabinetry should provide place for vendor provided over-the-stove microwave/hood combination;

5.3.2 Vendor must supply and install microwave combination unit Model # LMV1762ST, LG 1.7-cu ft Over-the-Range Microwave (Stainless Steel) (Common: 30-in; Actual: 29.875-in) unit or equal;

5.3.3 Unit will be installed as ventless when no other venting options are available;

5.3.4 Vendor must supply install unit, including mounting brackets and concealed electrical wiring;

5.5.1.1 Sink must be stainless steel

5.5.1.2 Sink must be minimum 18 gauge

5.5.1.3 Sink must be a minimum of 8" deep, maximum of 12" deep;

5.5.1.4 Sink must include basin grid;

5.5.1.5 Sink must be corrosion resistant;

5.5.1.6 All drains must be plumbed;

5.5.1.7 Sink must include all necessary hardware, and installed per manufacturer's recommendations;

5.6 Kitchen Faucets

5.6.1 Vendor must supply and install a heavy duty, high arc, kitchen faucet with spray head; Delta 9113-AR-DST Essa, or equal;

5.6.1.1 Must be single handle pull down faucet;

5.6.1.2 Finish to be selected by Agency;

5.6.1.3 Faucet must have minimum flow rate of 1.80 GPM @ 60 PSI

5.6.1.4 Faucet must have minimum spout height of 15 ¼";

5.6.1.5 Faucet must have minimum spout length of 9 ¼";

5.6.1.6 Faucet must have minimum deck thickness must be 2 ½";

5.6.1.7 Faucet must have magnetic docking spray head;

5.6.1.8 Faucet must be installed using manufacturer's installation recommendations;

5.6.1.9 Faucet must be fully plumbed to hot and cold water;

6.2.1.1 Vendor must prepare vertical surface per manufacturer's installation recommendations, supply and install porcelain tile to bathroom walls, 12" x 24", up wall with 2" x 6" counter rail at 3-feet 6-inches. Painted sheetrock with semi-gloss paint to be selected;

6.2.2 Vendor must supply and install Stonepeak, Simply Modern 12" x 24" porcelain tile with 3" x 13" bullnose, or equal.

6.2.2.1.1 Must be minimum 8mm thick;

6.2.2.1.2 Must have high resistance to abrasion and is suitable for heavy-duty residential and commercial floor installations;

6.2.2.1.3 Must have water absorption of less than or equal to 0.5% for indoor or outdoor use and is frost proof;

6.2.2.1.4 Dynamic Coefficient of Friction (DCOF) must be greater than or equal to 42 allows for application in most dry or wet areas including floors, walls, indoor or outdoor in freezing or non-freezing environments;

6.2.2.2 Vendor must follow manufacturer's recommendations for installation;

6.2.2.3 Vendor is required to field measure walls;

6.2.2.4 Pattern and color to be selected by Agency;

6.2.2.5 Grout color to match tile will be selected by Agency;

6.2.2.6 Vendor must install and finish sheetrock on remaining wall surface;

6.2.2.6.1 Sheetrock to be approved for bathroom use.

6.2.2.6.2 Sheetrock above chair rail to be painted with semi-gloss paint;

6.2.2.6.3 Wall must be finished to a smooth surface;

6.4.12 Vendor is required to field measure;

6.5 Bathroom Shower Base and Door

6.5.1 Vendor must supply, install, and trim precast shower floor base from Cast Marble Works consistent with the specified shower walls for use with selected wall covering with Agency approved color to match;

6.5.2 Shower must be installed with planned maintenance access to controls;

6.5.3 Vendor must supply and install two (2) ceramic matte corner soap dishes – color must match color of shower walls;

6.5.4 Color selection will be selected from manufacturer's available colors by Agency;

6.5.4.1 Must supply and install trackless glass door to properly fit opening in shower and be a premium clear tempered safety glass with a minimum thickness of 3/8 of an inch, and ANSI Z97.1;

6.5.5 Vendor must follow manufacturer's recommendations for installation;

6.6 Shower Hardware

6.6.1 Vendor must supply and install Kohler Bancroft Single Lever Handle Rite-Temp Shower Valve Trim with Showerhead 2.5 GPM (gallons per minute) or equal;

6.6.2 Unit must provide temperature regulation and automatic anti-scald protection;

6.6.3 Unit must feature single handle controls both on/off activation and temperature setting;

6.6.4 Unit must include faceplate with ADA-compliant metal lever handle;

hole to meet configuration of faucet and vanity base;

6.7.9.5 Vanity top shall be Du Pont Corian (Formerly Zodiac) 2020 quartz top, or equal;

6.7.9.5.1 Vanity top pattern to be selected by Agency from manufacturer's available patterns;

6.7.9.5.2 Vanity top shall be minimum ¾" inch thick;

6.7.9.5.3 Vanity top must have flat edge;

6.7.9.6 Vendor must supply and install Modern Single Hole Delta Single-Handle Bathroom Faucet in brushed nickel;

6.8 Bathroom Mirror and Light

6.8.1 Vendor must remove existing items;

6.8.2 Vendor must repair surfaces;

6.8.3 Vendor must supply and install 24" W x 30" L Framed Fog Free Wall Mirror Home Decorators Collection or equal.

6.8.4 Vendor must supply and install Item # 612650 Model # B10068, Allen + Roth Hainsbrook 2-Light 17.99-in Aged Bronze Cone Vanity Light vanity light bar above vanity mirror or equal

6.8.5 Finish to be selected by Agency;

6.8.6 Mirror must have two lights;

6.8.7 Mirror must be rated for damp installation;

6.8.8 Mirror must be transitional in style;

6.8.9 Color will be selected from manufacturer's available colors by Agency;

6.8.10 Vendor must follow manufacturer's recommendations for installation;

6.9 Bathroom Hardware

6.9.1 Vendor must remove existing items;

6.9.2 Vendor must repair surfaces,

- 7.1.2** Vendor must repair any damaged kitchen subfloor;
- 7.1.3** Vendor must supply and replace with new underlayment and install tile;
- 7.1.4** Vendor must provide and install Stonepeak, or equal honed porcelain tile,
 - 7.1.4.1** Classic 12" x 12" porcelain tile;
 - 7.1.4.2** Flooring must be 12-inch x 12-inch tile;
 - 7.1.4.3** Flooring must have a minimum thickness of 5/16 inch thick;
 - 7.1.4.4** Flooring must have high resistance to abrasion and is suitable for heavy-duty residential and commercial floor installations;
 - 7.1.4.5** Must have water absorption of less than 0.5% for indoor or outdoor use and is frost proof;
 - 7.1.4.6** Dynamic Coefficient of Friction (DCOF) must be greater than or equal to 42 allows for application in most dry or wet areas including floors, walls, indoor or outdoor in freezing or non-freezing environments;
 - 7.1.4.7** Vendor must follow manufacturer's recommendations for installation;
 - 7.1.4.8** Vendor is required to field measure floor;
 - 7.1.4.9** Pattern and color will be selected by Agency;
 - 7.1.4.10** Must include trim molding;

7.2 Kitchen Cabinets

- 7.2.1** Vendor must remove all existing kitchen cabinetry;
- 7.2.2** Vendor must supply and install Shenandoah brand, or equal;
 - 7.2.2.1** Kitchen base and kitchen cabinets must replace existing configuration;

- 7.4.3.1 Countertop must be prepped for undermount 33-in x 22-in double-basin, double hole stainless steel sink;
- 7.4.3.2 Countertop must be minimum of 1 1/8" thick;
- 7.4.3.3 Countertop must have flat edge;
- 7.4.3.4 Countertop pattern to be selected by Agency;
- 7.4.3.5 Must be naturally stain resistant or permanently sealed to prevent staining;
- 7.4.3.6 Countertop must have minimum 4" integrated backsplash to be included and installed to existing configuration;
- 7.4.3.7 Vendor must field measure to ensure adequate coverage;
- 7.4.3.8 Vendor must follow manufacturer's recommendations for installation;

7.5 Kitchen Sink

- 7.5.1 Vendor must supply and install a 33-inch x 22-inch Double-basin, stainless steel undermount 2-hole sink;
- 7.5.2 Sink must be stainless steel
- 7.5.3 Sink must be minimum 18 gauge
- 7.5.4 Sink must be a minimum of 8" deep, maximum of 12" deep;
- 7.5.5 Sink must include basin grid;
- 7.5.6 Sink must be corrosion resistant;
- 7.5.7 All drains must be plumbed;
- 7.5.8 Sink must include all necessary hardware, and installed per manufacturer's recommendations;

7.6 Kitchen Faucets

- 7.6.1 Vendor must supply and install a heavy duty, high arc, kitchen faucet with spray head; Delta 9113-AR-DST Essa, or equal;

8.1.3 Vendor must follow manufacturer's recommendations for installation;

8.1.4 All other structural elements must be all plywood construction using ½" plywood;

8.1.5 Vendor is required to field measure to ensure fit;

8.2 Microwave

8.2.1 New cabinetry should provide place for vendor provided over-the-stove microwave/hood combination;

8.2.2 Vendor must supply and install microwave combination unit Model # LMV1762ST, LG 1.7-cu ft Over-the-Range Microwave (Stainless Steel) (Common: 30-in; Actual: 29.875-in) unit or equal;

8.2.3 Unit will be installed as ventless when no other venting options are available;

8.2.4 Vendor must supply install unit, including mounting brackets and concealed electrical wiring;

8.2.5 Vendor must remove light above stove before new cabinetry is installed;

8.2.6 Microwave must be minimum 1,000-watt,

8.2.7 Microwave must be fingerprint resistant stainless steel

8.3 Kitchen Countertops

8.3.1 Vendor must remove and dispose of existing countertops,

8.3.2 Vendor must supply and install same size commercial grade quartz kitchen countertop or equal

8.3.3 Countertop must have hole predrilled for proper installation of specified faucet;

8.3.3.1 Countertop must be prepped for undermount 33-in x 22-in double-basin, double hole stainless steel sink;

- 8.5.1.1** Must be single handle pull down faucet;
- 8.5.1.2** Finish to be selected by Agency;
- 8.5.1.3** Faucet must have minimum flow rate of 1.80 GPM @ 60 PSI
- 8.5.1.4** Faucet must have minimum spout height of 15 ¼”;
- 8.5.1.5** Faucet must have minimum spout length of 9 ¼”;
- 8.5.1.6** Faucet must have minimum deck thickness must be 2 ½”;
- 8.5.1.7** Faucet must have magnetic docking spray head;
- 8.5.1.8** Faucet must be installed using manufacturer’s installation recommendations;
- 8.5.1.9** Faucet must be fully plumbed to hot and cold water;

9 Bathroom Modernization:

9.1 Bathroom Flooring

- 9.1.1** Vendor must remove all existing bathroom flooring to expose subfloor
- 9.1.2** Vendor must repair any damaged bathroom subfloor;
- 9.1.3** Vendor must replace with new underlayment and install tile;
- 9.1.4** Vendor must provide and install Stonepeak, or equal honed porcelain tile,
 - 9.1.4.1** Lochwood 4” x 48” honed porcelain tile;
 - 9.1.4.2** Tile must have high resistance to abrasion and is suitable for heavy-duty residential and commercial floor installations;
 - 9.1.4.3** Tile must have water absorption of less than 0.5% for indoor or outdoor use and is frost proof;

9.2.2.2 Vendor must follow manufacturer's recommendations for installation;

9.2.2.3 Vendor is required to field measure walls;

9.2.2.4 Pattern and color to be selected by Agency;

9.2.2.5 Grout color to match tile will be selected by Agency;

9.2.2.6 Vendor must install and finish sheetrock on remaining wall surface;

9.2.2.6.1 Sheetrock to be approved for bathroom use.

9.2.2.6.2 Sheetrock above chair rail to be painted with semi-gloss paint;

9.2.2.6.3 Wall must be finished to a smooth surface;

9.2.2.7 Vendor must follow manufacturer's recommendations for installation;

9.2.2.8 Vendor is required to field measure walls;

9.3 Bathroom Ceiling

9.3.1 Vendor must install and finish sheetrock on ceiling;

9.3.1.1 Sheetrock to be approved for bathroom use;

9.3.1.2 Ceiling must be finished to a smooth surface;

9.3.2 Vendor must paint bathroom ceiling PPG semi-gloss interior kitchen/bath paint.

9.3.2.1 Color to be selected by Agency.

9.4 Bathroom Shower

9.4.1 Vendor must remove existing shower;

9.4.2 Vendor must build a floor to ceiling wall between shower and bathroom vanity for shower enclosure;

9.4.3 Vendor must provide and install custom Cast Marble Works, GRT 29 granite cast shower panels, or equal;

9.4.4 Estimated size of shower is 32" X 32" ;

9.4.5 Minimum wall thickness must be 1/4";

9.4.6 Material must be granite cast;

- 9.6.4** Unit must include faceplate with ADA-compliant metal lever handle;
- 9.6.5** Unit must include single-function 2.5 GPM (gallons per minute) showerhead;
- 9.6.6** Vendor must follow manufacturer's recommendations for installation;
- 9.6.7** Color selection will be selected from manufacturer's available colors by Agency;

9.7 Bathroom Vanity

- 9.7.1** Vendor must remove existing medicine cabinet vanity lights;
- 9.7.2** Vendor must repair surface;
- 9.7.3** Vendor must supply and install Shenandoah brand vanity base, or equal;
- 9.7.4** Vanity base door style and hardware to be selected by Agency from Manufacturer's available selections;
- 9.7.5** Vanity base color to be selected by Agency from Manufacturer's available selections;
- 9.7.6** Vendor must follow manufacturer's recommendations for installation;
- 9.7.7** Vanity base must be 31-1/8" in height;
- 9.7.8** Vanity base should not have a shelf;
- 9.7.9** Vanity base must include one (1) door and one (1) panel;
 - 9.7.9.1** Vanity base must be all plywood construction using 1/2" plywood;
 - 9.7.9.2** Vendor is required to field measure to ensure fit to match existing configuration;
 - 9.7.9.3** Vendor must supply and install a built-in vanity top;

9.9 Bathroom Hardware

- 9.9.1** Vendor must remove existing items;
- 9.9.2** Vendor must repair surfaces,
- 9.9.3** Vendor must supply and install bathroom hardware MOEN Banbury 4-Piece Bath, or equal including:
 - 9.9.3.1** Toilet paper holder;
 - 9.9.3.2** 24" towel rack;
 - 9.9.3.3** Two-hook robe hook;
 - 9.9.3.4** Hand towel ring;
- 9.9.4** Color will be selected by Agency;
- 9.9.5** Vendor must follow all manufacturer's recommendations for installation;

9.10 Bathroom Lighting

- 9.10.1** Vendor must remove existing light,
- 9.10.2** Vendor must repair surfaces,
- 9.10.3** Vendor must supply and install Broan, 100 CFM Ceiling Bathroom Exhaust Bath Fan with Light in ceiling or equal;
- 9.10.4** Installation must be finished with no visible gaps between unit and ceiling;
- 9.10.5** Vendor must follow all manufacturer's recommendations for installation;
- 9.10.6** Lighting must be minimum 100 watt;

PROJECT SCOPE OF WORK
ADD ALTERNATE #3 – REPLACE INTERIOR LIGHTING, ALL CABINS

12 Lighting

12.1 Kitchen/Dining Lighting;

12.1.1 Kitchen Lighting;

12.1.1.1 Vendor must remove all light fixtures;

12.1.1.2 Over the sink light shall be replaced with Canarm Pendant or equal;

12.1.1.2.1 Wellington 1-Light Oil Rubbed Bronze Cord Pendant or equal;

12.1.1.2.2 Vendor will measure downrod and replace with same length downrod in matching finish;

12.1.2 Dining and Kitchen Sconces;

12.1.2.1 Vendor must remove wall sconces;

12.1.2.2 Sconces are to be replaced with LNC sconce or equal;

12.1.2.2.1 1-light bronze mason jars wall sconce or equal;

12.2 Living Room Lighting

12.2.1 Vendor must remove fan/light;

12.2.2 Fan/light will be replaced with Hunter ceiling fan or equal;

12.2.2.1 Lincoln Edison Style LED 52-in Natural Iron or equal;

12.2.2.2 Vendor will measure downrod and replace with same length downrod in matching finish;

12.3 Bedroom Lighting

12.3.1 Vendor must remove fan/light;

12.3.2 Fan/light will be replaced with Hunter ceiling fan or equal;

12.3.2.1 Ridgefield II 44-in New Bronze Indoor Ceiling Fan with Light Kit or equal;

14.2 Inspections

14.2.1 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.

14.3 Delivery, Storage, and Handling

14.3.1 Deliver the materials to the job site and store, in a safe area, out of the way of traffic, and stored up off the ground surface.

14.3.2 Use extreme care in off-loading of materials to prevent damage of materials and surrounding property.

14.4 Installation

14.4.1 The Vendor shall furnish all labor, equipment, and materials to perform the work.

14.4.2 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.

14.5 Other Materials

14.5.1 Vendor must provide necessary accessories, fittings, parts, hardware, mounting hardware, fasteners, materials, sealants, 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 WVDNR.

14.5.2 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.

14.6 Substitutions

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

Appendix "A":

PAYMENTS AND COMPLETION

CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Agency to the Contractor for performance of the Work under the Contract Documents.

SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Agency, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Agency may require. This schedule, unless objected to by the Agency, shall be used as a basis for reviewing the Contractor's Applications for Payment.

APPLICATIONS FOR PAYMENT

At least ten days before the date established for each progress payment, the Contractor shall submit to the Agency an itemized Application for Payment prepared in accordance with the schedule of values, supported by such data substantiating the Contractor's right to payment as the Agency may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Agency, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Agency to establish the Agency's title to such materials and equipment or otherwise protect the Agency's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Agency no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Agency shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

DECISIONS TO WITHHOLD CERTIFICATION

The Agency may withhold a Payment in whole or in part, to the extent reasonably necessary to protect the Agency, if in the Agency's opinion the representations to the Agency cannot be made. If the Agency is unable to remit payment in the amount of the Application, the Agency will notify the Contractor. If the Contractor and Agency cannot agree on a revised amount, the Agency will promptly issue a Certificate for Payment for the amount for which the Agency is able to verify. The Agency may also withhold Payment or, because of subsequently discovered

Appendix "A":

Unless the Contractor provides the Agency with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Agency. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

SUBSTANTIAL COMPLETION

Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Agency can occupy or utilize the Work for its intended use.

When the Contractor considers that the Work, or a portion thereof which the Agency agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Agency a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Upon receipt of the Contractor's list, the Agency will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Agency's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Agency can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Agency. In such case, the Contractor shall then submit a request for another inspection by the Agency to determine Substantial Completion.

When the Work or designated portion thereof is substantially complete, the Agency will document completion in a way that shall establish the date of Substantial Completion, shall establish responsibilities of the Agency and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

Documentation of Substantial Completion shall be reviewed by the Agency and Contractor for their written acceptance of responsibilities assigned to them therein. Upon such acceptance and consent of surety, if any, the Agency shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

PARTIAL OCCUPANCY OR USE

The Agency may occupy or use any completed or partially completed portion of the Work at any stage.

Appendix “A”:

The making of final payment shall constitute a waiver of Claims by the Agency except those arising from

- liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- failure of the Work to comply with the requirements of the Contract Documents;
- terms of special warranties required by the Contract Documents.

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, McClanahan Construction Company, LLC
of Poca, WV, as Principal, and Fidelity and Deposit Company of Maryland
of Schaumburg, IL, a corporation organized and existing under the laws of the State of
MD with its principal office in the City of Schaumburg, 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
ARFQ 0310 DNR1900000030 Bluestone SP Group 1 Cabin Rehabilitation & Renovation - According to Plans and
Specifications

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 16th day of November, 2018.

Principal Seal

McClanahan Construction Company, LLC

(Name of Principal)

By Bruce D. McClanahan

(Must be President, Vice President, or
Duly Authorized Agent)

Bruce D. McClanahan Managing Member

(Title)

Surety Seal

Fidelity and Deposit Company of Maryland

(Name of Surety)

By Kimberly J. Wilkinson
Kimberly J. Wilkinson, 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.**

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gregory T. GORDON, Patricia A. MOYE and Kimberly J. WILKINSON, all of Charleston, West Virginia, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of September, A.D. 2018.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Dawn E. Brown*
*Assistant Secretary
Dawn E. Brown*

Michael Bond
*Vice President
Michael Bond*

State of Maryland
County of Baltimore

On this 27th day of September, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of November, 2018.



David McVicker, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056