



## WEST VIRGINIA PARKWAYS AUTHORITY

### REQUEST FOR PROPOSALS

Sealed proposals will be received by the West Virginia Parkways Authority for:

#### **Prefab Modular Building for Beckley Customer Service (BCS-1-19)**

This contract is located in Raleigh County. The work shall consist of a “Turn-key” job including site work, slab and utility installation, finished grade work, walkways/ramps/stairs etc., guttering and building installation.

The desired square footage is as follows - 1,110 SF. To consist of a 24 FT by 44 FT building with a 9 FT by 6 FT vestibule and gable roof.

All work under this contract shall be completed by **September 30, 2019**.

Proposals will be received at the office of the West Virginia Parkways Authority, Administration Building, Charleston, West Virginia until **2:00 PM, Tuesday, June 11<sup>th</sup>, 2019** at which time and place said proposals will be publicly opened and read. If proposals are to be mailed via the U.S. Postal Service regular mail, they must be addressed to the West Virginia Parkways Authority, P.O. Box 1469, Charleston, WV 25325. This mail is picked up by the Authority *once* a day between 7:00 AM and 8:00 AM. However, Express Mail One Day Service, Federal Express, United Parcel Service (UPS), etc., must be sent to the West Virginia Parkways Authority, 3310 Piedmont Road, Charleston, WV 25306. It shall be the bidder's responsibility to determine his transmittal method such that his bid will arrive in the Authority's office prior to the scheduled bid opening. Bids received in the Authority's office after the scheduled opening will be returned to the bidder unopened.

Changes to the Proposal may be posted at any time to our website [www.wvturnpike.com](http://www.wvturnpike.com) It is the Vendor's responsibility to check the website. Any addendum issued must be signed and submitted with your RFQ.

Proposals must be made upon the forms furnished by the Authority in the manner designated in the specifications, and must be enclosed in **sealed** envelopes bearing the name and address of the bidder and the number of the contract on the outside, and must be accompanied by a CASHIER'S or CERTIFIED CHECK or BID BOND in favor of the West Virginia Parkways Authority, FOR AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE AMOUNT OF THE PROPOSAL OR \$2,000 WHICHEVER IS THE GREATER, and must be delivered at the place designated above on or before the day and hour named.

The Authority reserves the right to reject any and all Proposals submitted, and to waive any or all formalities in bidding, as it may deem in its best interest.

The Authority strongly encourages minority owned and women owned businesses to submit proposals for this contract.

The WVPA is an Equal Opportunity Employer.

WEST VIRGINIA PARKWAYS  
AUTHORITY

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WEST VIRGINIA PARKWAYS AUTHORITY  
SPECIAL PROVISIONS FOR

NOTICE TO BIDDERS

Prior to the bid date, questions that are technical/engineering or contract administration in nature or involve quantity discrepancies concerning this project should be directed to Margaret Vickers, Director of Purchasing West Virginia Parkways Authority, Tel. 304-926-1900 x2314, [mvickers@wvturnpike.com](mailto:mvickers@wvturnpike.com)  
Deadline for questions is 2pm Tuesday, June 4<sup>th</sup>, 2019.

The following documents are bound with and are also part of the bid form:

- Contractors Proposal Form
- Affidavit of Non-Collusion
- Signed WV Jobs Act
- Purchasing Affidavit
- Drug Free Workplace Conformance Affidavit
- Contractor's License Certification
- Addenda Certification
- Non-Discrimination Requirements
- Signature Sheet
- Proposal Guaranty Bond

TO REPORT BID RIGGING ACTIVITIES CALL:  
1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "Hotline" Monday through Friday, 8:00 AM to 5:00 PM, Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "Hotline" to report such activities.

The "Hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

In Addition:

1. Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
  - a. Been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
  - b. Been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract.
  - c. Been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;
  - d. Exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
  - e. Otherwise taken any action in restraint of free competitive bidding.
2. Contractor further affirms that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
  - a. Made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;
  - b. Directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid. Otherwise taken any action to put in a sham bid.

CONTRACTOR'S PROPOSAL

CONTRACT: BCS-1-19

Proposal by \_\_\_\_\_  
(Contractor)

of \_\_\_\_\_  
(Address)

Telephone No. \_\_\_\_\_ Email Address \_\_\_\_\_

for the construction of the West Virginia Parkways Authority's Prefab Modular Building Contract in RALEIGH COUNTY, West Virginia, known as Contract BCS-1-19.

TO THE WEST VIRGINIA PARKWAYS AUTHORITY:

The undersigned hereby proposes to construct and build the above described contract for the respective amounts hereinafter set out.

On the acceptance of this proposal for said work, the undersigned will give the required bond with good security, conditioned for the faithful performance of said work and insurance, according to said plans and specifications and the doing of all other things required by said specifications for the consideration herein named and with the further condition that the Authority shall be saved harmless from any and all damages that might accrue to any person, persons or property by reason of negligence of the undersigned, or any person or persons under his employment and engaged in said work. Accompanying this proposal is a proposal guaranty bond, cashier's check or certified check on \_\_\_\_\_ Bank for \$\_\_\_\_\_ (for either \$2,000 or 5% of the total bid, whichever is the greater).

**In case this proposal shall be accepted by said Authority and the undersigned should fail to execute the contract with and furnish the surety required within the time fixed herein, this money shall become the property of the Authority, and shall be deposited to the credit of the Authority, otherwise, said check is to be returned to the undersigned.**

The undersigned certifies that their firm is practices Equal Employment Opportunities and declares to have no interest, direct or indirect, in any other bid for the work covered by the proposal, and to have carefully examined the form of contract and specifications, and the drawings therein referenced to, and will provide all necessary machinery, tools and apparatus and furnish all labor and materials and things necessary in the construction of said project. Said proposer has personally examined the project site considered in this proposal and is acquainted with all conditions and requirements and the location, ground, material, etc., and is relying on personal knowledge, not the Engineer's Estimate. The undersigned agrees to do all work in the most substantial and workmanlike manner called for by said contract plans and specifications, for the respective unit prices named below.

**Schedule of Items**  
**CONTRACT BCS-1-19**  
**PREFAB MODULAR BUILDING BECKLEY CUSTOMER SERVICE**

Item No.	Description	Unit	Quantity	Unit Price	Total
1	Site Work (Includes clearing, low voltage, permits, utilities, gutters, sidewalks and decking)	Each	1		
2	Installation (Includes foundation, delivery and install)	Each	1		
3	Building (Includes 24 ft. by 44 ft. with 9' by 6' vestibule and gable roof)	Each	1		
4	Utility Installation (Includes but not limited to the following Electric, water, sewer, gas, etc.)	Each	1		
Grand Total Bid					

**Words**

**Figure**

WEST VIRGINIA PARKWAYS  
AUTHORITY

BCS-1-19  
PREFAB MODULAR BUILDING BECKLEY CUSTOMER SERVICE  
12 Pikeview Drive Beckley, Raleigh County

Project Manual

1.1 PROJECT

A. Project Name: PREFAB MODULAR BUILDING BECKLEY CUSTOMER SERVICE

a. Known As: BCS-1-19

B. Location: 12 Pikeview Drive, Beckley, WV 25801

1.2 SCOPE OF WORK

- A. The successful bidder must provide a “turn-key” solution to users of this contract.
- B. The successful bidder must submit (2) two electronic and (4) four hard copy drawings of proposed “turn-key” solution for this project for approval. These drawings must meet/or exceed desired building floor plan as submitted with this document. SEE ATTACHMENT A.
- C. Prefab building shall have a finished ceiling height of 8’ minimum.
- D. Building ceiling should be a drop ceiling type.
- E. The gable roof shall have a minimum of a 4/12 pitch. Covered with metal quality rib panels on 9” centers. Metal roof shall also have snow guards installed. Roof color to be chosen by Owner.
- F. Building exterior shall be finished with vinyl siding. Color to be chosen by Owner.
- G. HVAC equipment shall be American Standard brand or equivalent.
- H. All building lighting shall be of LED type for energy efficiency.
- I. Flooring shall be a non-skid, low maintenance, easy care, durable solution, such as VCT, Vinyl, Epoxy, or ceramic tile. Color to be chosen by Owner
- J. All windows and doors to be approved by Owner.
  - a. Exterior Doors Metal
  - b. Interior Doors Wood
  - c. Entrance Doors Glass with Metal Frame

- K. The successful bidder shall complete all necessary site work and site improvements including, but not limited to, the following:
  - a. Grading, concrete slab, footings, concrete piers, etc.
  - b. Curbs, curb gutters, and sidewalks
  - c. Stairs, decking, ramps
  - d. Landscaping(All site work must be approved by the WV Parkways Authority).
- L. The successful bidder must provide a schedule of the project with milestones and substantial completion.
- M. The successful bidder must provide descriptive literature on all products, warranties and services available.
- N. The successful bidder must be an approved contractor by the modular building manufacture and all work must be inspected and approved by the modular building manufacture
- O. The successful bidder must dispose of any and all waste properly at an approved landfill and providing the Authority with a copy of the waste manifest.
- P. The successful bidder shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, along with all regulations, and ordinances of any regulating body.

### 1.3 INSTALLATION

- 2 The contractor must furnish and install by a certified installer, a custom designed prefabricated modular building in accordance with manufactures specifications and in accordance with ADA, NFPA, IBC, OSHA, and any State or local authority having jurisdiction.
- 3 The contractor shall furnish all labor, equipment and materials to perform the installation work. If a crane is needed for installation, it will be at the expense of the contractor.
- 4 The successful bidder will be responsible for the installation of all utilities to the prefab modular building, including but not limited to water, sewer, electricity, and gas.
- 5 The successful bidder must provide and install all necessary HVAC equipment. Must provide a copy of all warranty information for system.
- 6 The successful bidder shall provide and install ADA compliant entrance doors with openers.
- 7 The successful bidder is responsible for protection of all materials and equipment on site during project.
- 8 The Parkways Authority will be responsible for supplying all office furniture and appliances.

### 1.4 QUALITY ASSURANCE

- A. The successful bidder shall provide any and all certifications, license, and labor necessary to assure obtaining the full manufacture warranty.

- B. The successful bidder shall use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed to properly install the prefab modular building, including all site work, utilities, HVAC systems and all other components necessary to complete the project.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver the materials to the job site and store, in a safe area, within the property boundaries.

#### 1.6 SITE CONDITIONS

- A. Keep the premises in a neat, safe and orderly condition at all times.

#### 1.7 WARRANTIES

- A. Inspection, testing, etc. needed for warranty shall be the responsibility of the contractor.
- B. The successful bidder shall warrant materials, equipment and workmanship for 2 years from date of completion.
- C. A copy of all manufacturer warranties shall be provided to Owner upon completion of project before final payment is released.
- D. All equipment manuals will be provided to the Owner upon completion. Two (2) complete sets of manuals shall be provided to any installed building equipment.



AFFIDAVIT OF NON-COLLUSION  
BCS-1-19

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_ (Contractor) by

\_\_\_\_\_ (Name and Title)

of authorized representative), being duly sworn do depose, say and certify: That said contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with Contract BCS-1-19.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Name and Title of Authorized  
Representative

Taken, subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notarial Seal if executed  
Outside West Virginia

\_\_\_\_\_  
Notary Public

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**WEST VIRGINIA TURNPIKE**  
**CONTRACT BFR-1-20**  
**WEST VIRGINIA JOBS ACT**

West Virginia Jobs Act (Chapter 21 Article 1C of the West Virginia Code) (The “Act”) and the following shall apply.

The Prime Contractor and all Subcontractors who work onsite are required to provide at least 75% of the workers from the local labor market as defined by the Act. The local labor market as defined by the Act includes all counties in West Virginia and any county that is within fifty miles of the West Virginia border. Each employer is permitted to have two workers from outside the local labor market. If workers are not available from inside the local labor market, the contractor shall obtain an employment waiver certificate from the local office of the Workforce WV.

The Prime Contractor and all Subcontractors who work onsite shall provide to the West Virginia Division of Labor and the WVPA a certified payroll and all employment waiver certificates for each week worked. Certified payroll documents must include the following information: The name and address of the employer, identification of the payroll number and the work week ending date, the name of the project location, identification of the contract number, the names of employees, each employee’s work classification or job title, the physical address of the primary residence for each employee, including the State, County, the days and hours worked, hourly rate of pay or salary, gross wages, federal and state withholding amounts or other authorized deductions, and net pay, per W. Va. Code 21-1C-5(b) and 42-37-2.2. These shall be submitted weekly via email to the West Virginia Division of Labor - [JobsAct@wv.gov](mailto:JobsAct@wv.gov) and Margaret Vickers, Director of Logistics & Procurement at the West Virginia Parkways Authority - [mvickers@wyturnpike.com](mailto:mvickers@wyturnpike.com). The required certified payroll format is shown on the following page. In addition, the Prime Contractor and all Subcontractors shall provide to the WVPA a WV Jobs Act Action Plan detailing how each will comply with the provisions and requirements of the Act. This WV Jobs Act Action Plan shall be provided to WVPA at or before the Pre-construction Conference, attendance at which is mandatory.

The West Virginia Division of Labor is responsible for interpreting and enforcing the provisions of the West Virginia Jobs Act. The information in this provision is being provided, as guidance to Contractors and is not meant to be all- inclusive. Not all information relating to the West Virginia Jobs Act is included in this provision; accordingly, all contractors and subcontractors are strongly urged to read the WV Jobs Act in its entirety and to be familiar with its provisions and penalties for non-compliance.

The undersigned agrees to comply with the terms, provisions and requirements of the West Virginia Jobs Act.

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Signature of Contractor: \_\_\_\_\_

DATE: \_\_\_\_\_

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:

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

*Purchasing Affidavit (Revised 01/19/2018)*



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

**STATE OF WEST VIRGINIA,**

**COUNTY OF \_\_\_\_\_, TO-WIT:**

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

1. I am an employee of \_\_\_\_\_; and,  
(Company Name)
2. I do hereby attest that \_\_\_\_\_  
(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:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Title:

\_\_\_\_\_

Company Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

Taken, subscribed and sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary  
Public)

Rev. July 7, 2017

## CONTRACTOR LICENSE

### BCS-1-19

*West Virginia State Code 21-11-2* requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Application for contractor's license may be made by contacting The West Virginia Department of Labor, 1800 Washington Street, East, Charleston, WV 25305, telephone (304) 558-7890.

*West Virginia State Code 21-11-11* requires any prospective bidder to include the contractor's license number on their bid.

#### BIDDERS TO COMPLETE:

Contractor's Name: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_

The successful bidder will be required to furnish a copy of their contractor's license prior to issuance of a Purchase Order/Contract.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative

CERTIFICATION

By submitting the within bid/proposal, the undersigned certifies in accordance with the West Virginia Code 5-22-1(b)1 that it:

- A. Is ready, able and willing to timely furnish the labor and materials to complete the Contract.
- B. Is in compliance with all applicable Laws of the State of West Virginia; and,
- C. Has supplied a valid bid bond or other surety authorized or approved by the contracting or public entity.

Contractor: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative)

WEST VIRGINIA PARKWAYS AUTHORITY

**BCS-1-19**

I hereby acknowledge receipt of the following addenda and have made the necessary revisions to the Contractor's Proposal, plans and/or specifications, or other applicable documents, and have considered the addenda in the calculation of my bid.

Addendum Numbers

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

I further acknowledge that the failure to confirm receipt of the addenda will cause my proposal to be rejected.

WEST VIRGINIA PARKWAYS AUTHORITY

SPECIAL PROVISIONS FOR

NON-DISCRIMINATION – PREFAB MODULAR BUILDING BECKLEY CUSTOMER SERVICE

NON-DISCRIMINATION OF EMPLOYEES FOR INTERSTATE, PRIMARY & SECONDARY PROJECTS

THE CONTRACTOR FURTHER AGREES AS FOLLOWS:

During the performance of the Contract, the Contractor and any of his subcontractors shall provide equal employment opportunities for all qualified persons and shall not discriminate against any employees or applicants because of race, color, religion, sex or national origin. The Contractor and his subcontractors shall comply with the executive orders of the Governor of the State of West Virginia dated October 16, 1963 and December 15, 1965, the Presidential Executive Order Number 11246 as amended by Executive Order Number 11375 and as supplemented in Department of Labor Regulations (Title 41 Codes of Federal Regulations, Part 60) and the Civil Rights Act of 1964 as amended, with the relevant rules, regulations and orders of the Secretary of Labor pertaining thereto, and with all related non-discrimination, non-segregation, affirmative action, veterans employment and handicapped employment laws, rules, regulations and orders (collectively the "EEO Requirements"). The Contractor will furnish upon request information and reports required by the EEO Requirements. The Contractor shall include these provisions in every subcontract or purchase order, unless exempted by the EEO Requirements, so that such provisions will be binding upon each Contractor, subcontractor or vendor performing services or providing materials relating to the work.



WEST VIRGINIA PARKWAYS AUTHORITY

COMPLETION DATE

Construction under the above proposal and calculation of working time will begin no later than 10 calendar day(s) after notice to proceed, and will be completed by date of September 30, 2019.

It is agreed that time is of the essence for this contract, and that I (we) will, in the event of my (our) failure to complete the contract within the time limited named, reimburse the West Virginia Parkways Authority an amount to be determined by the said Authority as sufficient to cover fully any additional demonstrable costs incurred by the Authority because of such failure, including extra engineering costs, in addition to that specified in section 108.7 of the Standard Specifications.

**CERTIFICATE OF COMPLIANCE INVOLVING THE SUPPLYING  
OF ALUMINUM, GLASS, STEEL OR IRON PRODUCTS**

We have complied and shall continue to comply with the provisions of Chapter 5, Article 19, of the Official West Virginia code, 1931, as amended, which statute is incorporated herein by reference and the applicable specifications involving Domestic Aluminum, Glass and Iron in Public Works Projects. We have also complied and shall continue to comply with the provisions of Chapter 5A, Article 3, Section 56 of the West Virginia code, 1931, as amended, which statute is incorporated herein by reference and the applicable specifications, involving *Domestic Steel Products in State Supported Projects*.

**SIGNATURE SHEET FOR BCS-1-19**

IF AN INDIVIDUAL, SIGN BELOW:

\_\_\_\_\_  
(Name) (Post Office Address)

IF AN INDIVIDUAL DOING BUSINESS UNDER  
A TRADE NAME, SIGN BELOW:

\_\_\_\_\_  
(Trade Name) (Street and Post Office Address)

\_\_\_\_\_  
(Sole Owner) By \_\_\_\_\_

IF A PARTNERSHIP, SIGN BELOW:

\_\_\_\_\_  
(Name of Partnership) (Street and Post Office Address)

By \_\_\_\_\_  
(Authorized Partner) (Street and Post Office Address)

IF A JOINT BID, SIGN BELOW:

\_\_\_\_\_  
(Name of Corporation) (Name of Corporation)

Incorporated under the laws of the State of \_\_\_\_\_  
Incorporated under the laws of the State of \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
(Title of Officer) (Title of Officer)

\_\_\_\_\_  
(Street and Post Office Address) (Street and Post Office Address)

IF A CORPORATION, SIGN BELOW:

\_\_\_\_\_  
(Name of Corporation)

Incorporated under the laws of the State of \_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
(Street and Post Office Address) (Title of Signing Officer)

ACKNOWLEDGMENT MUST BE NOTARIZED:

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My commission Expires \_\_\_\_\_.

Notary seal if not  
Executed in West Virginia

\_\_\_\_\_  
(Notary Public)

**WEST VIRGINIA PARKWAYS AUTHORITY**

**PROPOSAL GUARANTY BOND**

CONTRACT NUMBER: BCS-1-19

COUNTIES: RALEIGH, WEST VIRGINIA

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

Hereinafter called the "Principal" and \_\_\_\_\_

\_\_\_\_\_ corporation(s)

incorporated under the laws of the State(s) of \_\_\_\_\_ and duly authorized to do business in the State of West Virginia, hereinafter (collectively, if two or more Sureties) called the "Surety" are held and firmly bound unto the West Virginia Parkways Authority, in the full and just sum of TWO THOUSAND DOLLARS (\$2,000) OR FIVE PERCENT (5%) OF TOTAL BID, WHICHEVER IS GREATER, lawful money of the United States of America, to be paid to the West Virginia Parkways Authority, which payment well and truly to be made and done, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the West Virginia Parkways Authority, a proposal attached hereto and hereby made a part hereof, to enter into a contract in writing for:

CONTRACT  
NUMBER: BCS-1-19

NOW, THEREFORE,

- a. If said Proposal shall be rejected by the West Virginia Parkways Authority or in the alternative;
- b. If said Proposal shall be accepted by the West Virginia Parkways Authority and the Principal shall duly execute the Contract and furnish the required Contract Bond within the stipulated time.

**Then this obligation shall be void; otherwise the same shall remain in force and effect, and the Principal and Surety will pay unto the obligee the amount of this bond, which sum shall become the property of the West Virginia Parkways Authority, pursuant to Paragraph 103.9 of the Standard Specifications of the West Virginia Department of Transportation, Division of Highways, Adopted 2010 as applicable: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.**

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

The Principal and the Surety have hereunto set their hands and seals, and such of them, as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers.

\_\_\_\_\_(Seal)\_\_\_\_\_(Seal)  
PRINCIPAL SURETY

By \_\_\_\_\_ By \_\_\_\_\_

TITLE \_\_\_\_\_ TITLE \_\_\_\_\_

\_\_\_\_\_(Seal)  
IF CO/SURETY

By \_\_\_\_\_

TITLE \_\_\_\_\_

(Acknowledgment)  
(Surety)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
(If Co/Surety)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Attach Powers of Attorney Involved.

**CONTRACT**

**THIS AGREEMENT, made \_\_\_\_\_, 20\_\_\_\_, between the West Virginia Parkways Authority, a Corporation, hereinafter called “AUTHORITY” and**

\_\_\_\_\_, hereinafter called  
“CONTRACTOR”.

**WITNESSETH: WHEREAS “AUTHORITY” did by certain advertisement duly published and posted in accordance to law, invite proposals for the construction according to the plans and specifications of the “AUTHORITY”, now on file in the office of the “AUTHORITY” the following project:**

PROJECT NAME: PREFAB MODULAR BUILDING BECKLEY CUSTOMER SERVICE  
RALEIGH COUNTY, WEST VIRGINIA  
KNOWN AND DESIGNATED AS:  
CONTRACT NO: BCS-1-19

**WHEREAS, pursuant to said advertisement, “CONTRACTOR” submitted in writing a proposal and bid hereto attached for the construction of the above referenced project, according to said plans and specifications; and whereas, the contract for said project was duly awarded to Contractor, said “CONTRACTOR”, being the lowest responsible bidder in said proposal, which proposal in the amount of (*written out*), (*\$Figures*) is hereto attached and made a part hereof:**

\_\_\_\_\_  
(Written out)

\_\_\_\_\_  
(\$Figures)

- (1) NOW, THEREFORE, in consideration of the premises aforesaid, and the payments to be paid by “AUTHORITY” as set forth in said proposal “CONTRACTOR” agrees to furnish at his own cost and expense all the necessary materials, labor, tools, and equipment to build and complete said project in accordance with the plans, specifications and Special Provisions therefore on file in the office of the “AUTHORITY” which are hereby made a part of this contract.
- (2) “CONTRACTOR” AGREES he is fully informed as to all conditions affecting the work to be done, as well as to the labor and materials to be furnished for the completion of this contract, and that such information was secured by personal investigation and research and not wholly from the estimate of the engineer, and that he will make no claim against the said “AUTHORITY” by reason of estimates, tests, or representations heretofore made by an officer or agent of said “AUTHORITY.”
- (3) THE WORK under this contract shall be performed in accordance with the true intent and meaning hereof and according to plans and specifications, without expense of any nature whatsoever to said “AUTHORITY”, other than the consideration named in this contract.
- The “AUTHORITY”, however, reserves the right to make such additions, deductions, or changes as it deems necessary, making an allowance or deduction therefore at the prices named in the proposal for this work, and the contract shall in no way be invalidated for any loss of anticipated profits because of such change by reason of any variations between the estimated quantities and the quantities of the work done.

- (4) "CONTRACTOR" AGREES to conform to the laws of the State of West Virginia in reference to keeping the project open, and to all other legal requirements not mentioned herein, or specified; to keep all employees engaged on said work protected by the Worker's Compensation Fund in compliance with the Act of the Legislature of West Virginia, known as The Worker's Compensation Act, which is made a part hereof, and to save the "AUTHORITY" harmless from all liability for damage to persons or property that may accrue during and by reason of the acts or negligence of the "CONTRACTOR", his agents, employees, or subcontractors, if there be such.
- (5) CONSTRUCTION UNDER the above proposal and calculation of working time will begin with a Notice to Proceed and will complete by/or on September 30, 2019.

**IT IS AGREED that time is of the essence of this contract, and that "CONTRACTOR" will, in the event of failure to complete the contract within the time limit named, reimburse to the "AUTHORITY" an amount to be determined by said "AUTHORITY" as sufficient to cover fully any additional demonstrable costs incurred by the "AUTHORITY" because of such failure, including extra engineering costs, in addition to that specified in section 108.7 of the Standard Specifications.**

- (6) IT IS FURTHER AGREED if at any time during the prosecution of the work, the "AUTHORITY" shall determine that the work provided for is not being performed according to the contract; it may suspend the work under the contract, and thereupon complete it in compliance with the contract.
- (7) ON THE FAITHFUL PERFORMANCE of the work set forth in the contract and the acceptance of the "AUTHORITY", the "AUTHORITY" hereby agrees to pay the "CONTRACTOR" the amount due and owing.
- (8) THE AUTHORITY SHALL, once in each month make an estimate of work done, and of material which has been actually put in place, in accordance with the terms and conditions of this contract, during the preceding month, and compute the value thereof as set forth in the contract. From the total of the amounts so ascertained, there shall be deducted an amount equivalent to two (2) percent (2%) of the whole to be retained by the "AUTHORITY" until after completion of the entire contract, and its acceptance.
- (9) IT IS FURTHER AGREED that so long as any lawful or proper directions concerning the work or material given by the "AUTHORITY" shall remain unaccomplished, the "CONTRACTOR" shall not be paid any estimate on account of work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.
- (10) "CONTRACTOR" AGREES that in the employment of labor, in the performance of this contract, no preference or discrimination among citizens of the United States shall be made.
- (11) IT IS UNDERSTOOD and agreed that the plans, specifications, and proposals, as well as the "Information for Bidders", a copy of which is hereto attached, are each made part of this contract, and each and every provision thereof not herein specifically set forth shall be considered as binding upon the parties hereto as though same were herein written.

(12) CONTRACTOR SHALL NOT assign, transfer, convey, sublet, or otherwise dispose of this contract, or of his right, title or interest therein, or his power to execute such contract, to any other persons, company, or corporation, without the previous consent in writing of the “AUTHORITY.”

(13) A COPY of the bond given by the “CONTRACTOR” to secure proper compliance with the terms and provisions of this contract is hereto attached and made a part thereof.

(14) WHEREVER the term “West Virginia Department of Highways” is used in any contract document, it means “West Virginia Parkways Authority.”

(15) THIS CONTRACT has been recommended by the General Manager and in witness thereof, the “AUTHORITY” has caused its corporate name to be signed hereto by Gregory C. Barr, General Manager, and its corporate seal affixed hereto, and “CONTRACTOR” has caused this contract to be properly executed as set forth below:

(SEAL)

*(name of corporation)*

ATTEST:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name and Title of Officer Signing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

**WEST VIRGINIA PARKWAYS  
AUTHORITY, a Corporation**

\_\_\_\_\_  
General Manager

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we

---

Hereinafter called the "PRINCIPAL" and \_\_\_\_\_

---

A corporation, incorporated under the laws of the State of \_\_\_\_\_  
hereinafter called the "SURETY" are held and firmly bound unto the West Virginia Parkways Authority and the  
Trustee in the full and just sum of

---

lawful money of the United States of America, to be paid to the West Virginia Parkways Authority, which payment  
well and truly too be made and done, we bind ourselves, our heirs, executors, administrators, successors, and  
assigns, jointly and severally firmly by these presents.

---

Sealed with our respective seal and dated \_\_\_\_\_

The condition of this obligation is such: THAT WHEREAS, the said "PRINCIPAL" as "Contractor" has entered  
into a certain contract dated \_\_\_\_\_  
with the West Virginia Parkways Authority, a corporation, to build and complete according to the plans and  
specifications therein described and referred to, that certain project in RALEIGH COUNTY, West Virginia,  
described as follows:

PROJECT NAME: PREFAB MODULAR BUILDING BECKLEY CUSTOMER SERVICE  
RALEIGH COUNTY, WEST VIRGINIA  
KNOWN AND DESIGNATED AS:  
BCS-1-19

WHEREAS, it was one of the conditions of the award of said contract that this bond be executed by "PRINCIPAL"  
and "SURETY" and delivered to the West Virginia Parkways Authority.

NOW, THEREFORE, if the said "PRINCIPAL" as contractors, shall in all respects well and truly comply with the  
terms and conditions of said contract, and his, their or its obligations thereunder, including the plans and specifications  
therein described and referred to, all, of which are made a part hereof, and such alterations and modifications as may  
be made in said plans and specifications as therein provided, which alternations and modifications shall not operate to  
discharge the "PRINCIPAL" or "SURETY" on this bond, and said Contractor shall well and truly, and in a manner  
satisfactory to the West Virginia Parkways Authority, complete the work contracted for in accordance with the terms  
and conditions of said contract and within the completion date therein specified, and shall promptly pay in full to the  
persons, entitled thereto for all materials, gas, oil, repairs, suppliers, equipment, rental charges for equipment and  
charges for the use of the equipment, and labor used by the Contractor in and about the performance of such contract,



including such claims, services, and obligations against subcontractors, and shall save harmless the West Virginia Parkways Authority, and the Trustee from any expense incurred through the failure of said Contractor, including subcontractors, to complete the work as specified, and for any damages growing out of the carelessness or negligence of said Contractor, his, their or its servants, agents and employees, or his subcontractors, their agents, servants, and employees, and shall fully pay off and discharge and secure the release of any and all mechanics' liens which may be placed upon said property by any subcontractor, laborer, or material men, and shall also save and keep harmless the West Virginia Parkways Authority and the Trustee from all losses to it or them from any cause whatever including patent, trademark, and copyright infringements in the manner or constructing said contract including errors in drawings furnished by the Contractor, then this obligation shall be null and void. Otherwise it shall remain in full force and effect.

(Affix Corporation Seal Here)

_____	_____
	Name of Corporation
	By: _____
_____	_____
If Co/Surety Company	Title of Officer Signing
By: _____	_____
	Surety Company
_____	By: _____
Title	
_____	_____
Street Address	Title
_____	_____
City, State, Zip Code	Street Address
_____	_____
Phone Number	City, State, Zip Code
	_____
	Phone Number

(for Contractor if a Corporation)

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

by: \_\_\_\_\_

Name of Officer	Title of Officer
-----------------	------------------

of: \_\_\_\_\_

(Insert Name of Corporation)

a \_\_\_\_\_ Corporation, on behalf of the Corporation.

(State of Incorporation)

My commission expires \_\_\_\_\_

\_\_\_\_\_ Notary Public

(For Surety if Corporation)

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

by: \_\_\_\_\_ as Attorney-In-Fact on behalf of  
(Name of Attorney-In-Fact)

\_\_\_\_\_  
(Insert Name of Corporation)

a \_\_\_\_\_ Corporation, on behalf of the Corporation.  
(State of Incorporation)

My commission expires: \_\_\_\_\_  
Notary Public

(For Co/Surety if Corporation)

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
Name of Officer Title of Officer

OF: \_\_\_\_\_  
(Insert Name of Corporation)

A \_\_\_\_\_ Corporation, on behalf of the corporation.  
(State of Corporation)

My commission expires: \_\_\_\_\_  
Notary Public

# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

*"Interested party"* or *"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. (This subdivision does not apply to a publicly traded company); 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. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

*Revised October 7, 2017*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**  
(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: \_\_\_\_\_ Address: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

**1. Subcontractors or other entities performing work or service under the Contract**

☐ Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

☐ Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

☐ Check here if none, otherwise list entity/individual names below.

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

***Notary Verification***

State of \_\_\_\_\_,

County of \_\_\_\_\_:

I, \_\_\_\_\_, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
**Notary Public's Signature**

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

*Revised October 7, 2017*

WEST VIRGINIA PARKWAYS AUTHORITY

\_\_\_\_\_  
CONTRACT: BCS-1-19  
PREFAB MODULAR BUILDING FOR BECKLEY CUSTOMER SERVICE

RALEIGH COUNTY, WEST VIRGINIA

\*\*\*\*\*

FINAL RELEASE OF LIABILITY

**I/We \_\_\_\_\_ hereby certify that all bills, charges and salaries for labor, services, materials and rental of equipment, arising out of the prosecution of the work under Contract/Project No. BCS-1-19 have been paid, or satisfactory arrangements for payment have been made. I/We further certify that all other just demands and liens relating to this project have been fully satisfied. I/We hereby release the West Virginia Parkways Authority, its Engineers and representatives from all claims demands and liability of whatsoever nature arising from anything done or furnished under this contract.**

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Address  
\_\_\_\_\_

Witness or Attest:

By: \_\_\_\_\_ (L.S.)

Title: \_\_\_\_\_

(Affix Corporate Seal Here)

# WEST VIRGINIA PARKWAYS AUTHORITY

\*\*\*\*\*

## SPECIAL PROVISIONS

## SPECIAL PROVISIONS

### PREFACE:

The “Road and Bridges Specifications” of the West Virginia Department of Transportation, Adopted 2017, copies of which are issued separately, as amended and augmented by the latest Supplemental Specifications and the Special Provisions following, shall govern the work of this Project and the performance of the Contract. These specifications are hereby made a part of the Contract as fully and with the same effect as if set forth at length herein.

Attention is directed to the fact that any other documents printed by the West Virginia Department of Transportation modifying or supplementing said “Road and Bridges Specifications”, such as Special Provisions (by the Department), Notice to Bidders, etc., do not form a part of this Contract nor govern its performance, unless specifically so-stated in the Special Provisions herein contained. The current edition of the WVDOT “Standard Details Book”, Volume I and II, as amended are hereby made a part of this contract.

References to “Proposal” have been used interchangeably with “Bid” in the Authority’s documents for this contract. This shall be accounted for when working contract documents prepared by the Authority with those standards prepared by WVDOT.

References made to specific section numbers in these Supplemental Specifications, or in any of the various documents which constitute the complete Contract Documents, shall, unless otherwise denoted, be construed as referenced to the corresponding section of the “Road and Bridges Specifications” issued by the West Virginia Department of Transportation in 2017.

## WEST VIRGINIA PARKWAYS AUTHORITY

### SPECIAL PROVISIONS

#### TO

#### WEST VIRGINIA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGES SPECIFICATIONS OF 2017

The following provisions represent modifications to the corresponding sections of the West Virginia Department of Transportation Specifications, described above, and relate exclusively to the West Virginia Parkways Authority Contracts. In case of conflicting requirements between the West Virginia Department of Transportation Specifications and these modifications, the modifications shall govern. Any applicable provision in the West Virginia Department of Transportation Specifications not amended by and not in conflict with any Supplemental Specifications or Special Provision shall be in full effect.

All modifications contained herein are additions to the provisions of the designated sections of the West Virginia Department of Transportation Specifications unless the text specifically identifies a requirement to be an amendment to deletion of or substitution for a provision in the West Virginia Department of Transportation Specifications.

### **SECTION 101 – DEFINITION OF TERMS**

#### 101 Terms

The following new definitions are added to amended by this section:

**ADDENDUM** – A written, fax or telegraphic revision or addition to any of the Contract Documents, transmitted in advance of the opening of Bids to all parties who have been recorded by the Authority as having secured full sets of Contract Documents directly from the Authority or their designee.

**AUTHORITY** – The West Virginia Parkways Authority, an agency of the state created by an amendment to the Code of West Virginia by amending, in Chapter 17, an Article 16A containing Section Nos. 17-16A-1 to 17-16A-23 inclusive. The Authority’s principal office is presently located at 3310 Piedmont Road, Charleston, West Virginia, 25306.

**MOT** – Maintenance of Traffic **MUTCD** – Manual on Uniform Traffic Control Devices for Streets and Highway and the West Virginia Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways.

**BID BOND** – One of the two permissible means of security offered as the Bid Guaranty, in the form of a surety bond executed by the Bidder and the Contractor’s Surety, guaranteeing that if the Authority Should award the Contract to the Contractor, the Bidder will execute and deliver the Contract Agreement and Contract Bond, together with other required documents (see Sec. 103.5), all within the prescribed time (see Sec. 103.8).

**STANDARD DRAWINGS** – Whenever the Plans and/or Specifications refer to “Standards” or “Standard Drawings” such reference shall be construed to mean the set of drawings issued by the West Virginia Department of Transportation, Division of Highways, and entitled Standard Details Book, Volumes I, II

and III. Those standards or standard drawings current at the date of advertisement are applicable to work on this Contract.

**FULL COMPLETION OF ALL WORK (OR TO FULLY COMPLETE ALL WORK)** – The completion of all work specified under this Contract as evidenced by the formal acceptance thereof by the Authority.  
**TRAFFIC CONTROL MANUAL** – Manual on Temporary Traffic Control for Streets and Highways, dated May, 2006 and all subsequent revisions when revised.

Whenever in the various Contract Documents the term, “Commission” or “State” appears, it shall be replaced by the term, “West Virginia Parkways Authority.” Similarly, the term, “Commissioner” shall be replaced by the term, “General Manager” of the West Virginia Parkways Authority.

Whenever in the West Virginia Department of Transportation Specifications and Standard Drawings the term “Division” or “West Virginia Department of Transportation” appears, it shall be replaced by the term, “West Virginia Parkways Authority,” except in references to said West Virginia Department of Transportation, Division of Highways, as being the author of certain Specifications and Standard Drawings, and in reference to said Division’s Internet Web Site and as the agency prequalifying prospective Bidders.

Whenever in the West Virginia Department of Transportation Specifications, Special Provisions and Standard Drawings the term, “District Engineer” appears, it shall be replaced by the term, “Engineer”.

The definitions for the following terms as they appear in this section are deleted and the following definitions substituted therefore:

**CONTRACT TIME** – Each calendar date indicated in the Specifications or Special Provisions as the time allowed for the completion of any designated portion or for all of the work under the Contract, including any extensions thereto that may subsequently be authorized.

**ENGINEER** – The authorized representative(s) of the firm of the General Consultant, HNTB Corporation, or other firm who have been duly appointed by the Authority to prepare Plans and Specifications for the Contract and to monitor the construction work performed in connection therewith.

**SPECIFICATIONS** – The general term comprising all the directions, provisions and requirements contained in the West Virginia Department of Transportation, “Roads and Bridges Specifications”, 2010, Edition, and their latest Supplemental Specifications, the Authority’s Supplemental Specifications and Special Provisions, and in any Addenda and Change Orders or Supplemental Agreements that may be issued, all of which are necessary for the proper performance of the Contract.

## **SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS**

### **102.1 Prequalification of Bidders**

This Section is amended as follows:

Contractors are not required to be prequalified to submit bids for contracts for construction of this project.

Contract documents are made available to all parties (as stated in the Advertisement for Bids).

### **102.2 Contents of Proposal Forms**

The following documents are bound with and are also a part of the Bid Form:

Non-Collusion Affidavit  
Contractor’s License Certification



Addenda Certifications  
Non Discrimination Requirement

102.5 Examination of Plans, Specifications and Site of Work

Add the following paragraphs:

The Bidders are required to visit the Project site to form their own conclusions regarding access requirements, effort required to perform the tasks and other information needed to prepare their bid. Prior to visiting the site, a Bidder shall notify the Authority of the time and date of the Bidder's visit.

INSTRUCTIONS FOR SITE VISITS

Call the Facilities Administrator, Cheryl Porterfield, West Virginia Turnpike (304) 256-6680 Monday thru Thursday 8am to 4pm to schedule site visits.

Any Addenda that may be issued will be sent either by certified mail, overnight mail, facsimile, or some other means by which receipt of same can be accurately documented. The return to the Authority of a prospective Bidder's receipt of such Addenda will also be prima facie evidence that the Bidder has received and acknowledged the Addenda and has taken the contents thereof into consideration in preparing the Bidder's Bid.

102.6 Preparation of Bid

The Non-Collusion Affidavit must be executed by the person signing the Bid. In the case of Joint Venture Bidders, only the person signing the Bid on behalf of the Contractors involved need execute the Non-Collusion Affidavit.

The West Virginia Parkways Authority may elect to receive bids on more than one construction contract on the same date. When this event occurs, the Authority will award the various contracts after all of the bids for the various contracts are received and analyzed.

102.8 Bid Guaranty

The following is added:

If a certified check is submitted as the Bid Guaranty, the check is to be made payable to the West Virginia Parkways Authority, and the project name and Contract number shall also appear on the face of the check, as well as the business name of the bidder.

A bid bond will be accepted only if executed on a form which contains the exact wording as the Bid Bond included in these contract documents form. Any bid accompanied by a bond having wording, which differs in any respect from the Bid Bond form may be rejected.

102.9 Delivery of Proposals

Delete the entire section and substitute the following:

Bids will be accepted at the Authority's office at 3310 Piedmont Road, Charleston, West Virginia 25306 until scheduled bid opening time.

## SECTION 103 – AWARD AND EXECUTION OF CONTRACTS

### 103.2 Award of Contract

Delete the contents of 103.2 and replace with the following:

The Authority will award a contract within thirty (30) days of the bid opening for said Contract. If a Contract is not awarded within this time period, the Bidder shall have the right to withdraw the Bidder's Bid for the Contract without penalty or prejudice, unless the award date is extended by mutual consent.

The Authority agrees that Award of Contract, if made, will be determined without discrimination on the ground of race, creed, color, sex or national origin.

### 103.6 Insurance Requirements

Delete the heading and contents of Section 103.6.1 and replace with the following:

#### 103.6.1 Contractor's General Liability Insurance

The Contractor shall maintain commercial general liability (CGL) coverage with limits not less than:

General Aggregate	\$2,000,000
Products Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$ 1,000,000
Each Occurrence*	\$ 1,000,000
Fire Damage	\$ 50,000
Medical Expense Limit	\$ 5,000

\*Each Occurrence limit shall be \$2,000,000 when performing any operations that are subject to 107.8. Railway-Highway Provisions.

The CGL shall be written on ISO occurrence form CG 00 01, or equivalent, and shall cover liability arising from premises-operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage whenever work involving these exposures are undertaken. The CGL policy shall include endorsements that amend the aggregate limits of insurance to be applicable to each construction project separately.

Contractor shall furnish an Acord Form 25-S Certificate of Insurance, or its equivalent, with a 30-day notice of cancellation provisions to evidence this CGL coverage.

Delete the heading and contents of Section 103.6.2 and replace with the following:

#### 103.6.2 Employer's Liability Insurance

The Contractor shall also give evidence of insurance for Employer's Liability Insurance, with a 30-day notice of cancellation. The Employer's Liability policy must include coverage to protect the contractor for claims brought under Section 23-4-2 of West Virginia Code. The limits of insurance under this section shall be as follows:

Each accident	\$1,000,000
Each disease	\$1,000,000
Each disease employee	\$1,000,000

Evidence of this coverage can be set forth on the ACORD 25-S specified in Subsection 103.6.1.

Delete the heading and contents of Section 103.6.4 and leave blank.

Delete the heading and contents of Section 103.6.5 and leave blank.

DELETE THE HEADING AND CONTENTS OF SETCION 103.6.6 AND REPLACE WITH THE FOLLOWING:

#### 103.6.6 General

The Contractor shall procure and maintain at his own expense, until acceptance by the Authority of the Project, insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts herein provided, with insurance companies authorized to do business in the State. Before commencing the work, certificates of insurance together with declaration pages in satisfactory form shall be submitted to the Authority showing that he and all of his subcontractors have complied with this Subsection. The certificate or certificates and declaration pages shall provide that the policies shall not be changed or canceled until 30 days' notice has been given to the Authority. All certificates and notices of cancellation or change shall be mailed to Gregory C. Barr, General Manager, WV Parkways Authority, P.O. Box 1469, Charleston, WV 25325. Upon request, the Contractor shall furnish the Authority with a certified copy of each policy, including the provisions establishing premiums.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the Authority from taking such other actions as are available to it under any other provision of this Contract or otherwise in law.

The above required CGL Insurance shall name as additional insured's the WVPA, the Engineer and his consultants and each of their officers, agents and employees.

The insurance policy shall be endorsed to include Broad Form Property Damage, Contractual Liability, Completed Operations and Independent Contractors.

#### 103.7 Special Insurance

##### 103.7.1 Marine Liability Insurance

The Contractor and/or Subcontractors engaged in marine operations must obtain "Primary Protection and Indemnity Insurance" with the limit of liability clause to be \$1,000,000 single limit for each occurrence.

##### 103.7.2 Worker's Compensation and Employers Liability Insurance

The Contractor shall provide:

1. Worker's Compensation Insurance – In accordance with the requirements of the laws of the State of West Virginia and shall include an all states endorsement to extend coverage to any state, which may be interpreted to have legal jurisdiction.
2. Employers Liability Insurance – Limit of not less than \$1,000,000 for each accident.

##### 103.7.3 Excess Protection and Indemnity

This insurance shall have a minimum limit of \$1,000,000.

#### 103.7.4 Umbrella Liability

This insurance shall have a minimum limit of \$1,000,000. The above required Umbrella Liability Insurance shall name as additional insured the WVPA, the Engineer and his consultants and each of their officers, agents, and employees.

#### 103.7.5 Indemnity

To the fullest extent permitted by Law and Regulations, Contractor shall defend, indemnify and hold harmless the WVPA, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants of each and any of them, from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the Work; provided that such claim, cost, loss or damage: (I) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (II) is caused in whole or in part by any negligent act or omission of Contractor, Subcontractor, Supplier, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by the negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Law or Regulations regardless of the negligence of such person or entity. Without limiting the generality of the foregoing, this indemnification obligation shall extend to and include any actions brought by, or in the name of, any employee of Contractor or organization to whom the Contractor is legally liable.

#### 103.10 Preconstruction Conference

Delete this subsection. Substitute the following:

The preconstruction conference will be scheduled at a mutually agreed time as soon as possible after the award of the Contract. It will be held at the WVPA Headquarters at 3310 Piedmont Road. The Contractor, his superintendent or an agent authorized to sign the Contract Documents shall be present at the conference. The Contractor shall present the following items:

1. Contract Bond
2. Insurance Certificate(s)
3. Progress Schedule and Operation Plan
4. List of Material Supplier(s)
5. West Virginia Workers Compensation Certificate
6. List of Subcontractors
7. Safety Plan
8. Contract (Signed by the Contractor)

#### 105.2 Plans and Working Drawings

The seventh paragraph of this Section is deleted and the following substituted therefore:

The Contractor shall submit seven (7) prints (on white background) of each working drawing to the Engineer for review sufficiently in advance of the time when the related materials must be ordered and/or related work begun, to allow for the Engineer's review and for possible corrections and resubmissions by the Contractor. Materials ordered and work begun before the governing working drawings are completely approved shall be at the sole risk and expense of the Contractor. Upon completion of review, one print of each working drawing will be returned to the Contractor either marked approved or bearing the reasons for rejection. Unapproved drawings shall be corrected and resubmitted (in quintuplicate) as often as necessary until approved. Working drawings shall be uniform in size and of the same dimensions as the Contract Plans. Each drawing shall state in the title box the name of the Project,

Contract number, drawing title and number, revisions number and date, scale(s), and names of Contractor and Subcontractor (if any). A space approximately three (3) inches by four (4) inches shall be left clear adjacent to the title box for stamping purposes.

Upon return of a working drawing print marked "No Exception Taken", the Contractor shall forward seven (7) additional prints to the Engineer for record and construction purposes. Upon completion of all work, the original tracings suitable for reproduction of every working drawing shall be forwarded to the Engineer. If the tracing is not drawn in ink on film, the Contractor shall reproduce the original by means of an approved process which will simulate ink on film.

#### 105.5 Cooperation of Contractor

Add the following sentence:

The Contractor shall obtain from the WVDOT, at the Contractor's expense, all necessary copies of the West Virginia Department of Transportation (WVDOT) Road and Bridges Specifications Adopted 2010, Supplemental Specifications issued January 19, 2011 and Standard Drawings.

#### 105.17 Submission and Disposition of Claims

The first paragraph of this section is deleted and the following substituted therefore:

Early or prior knowledge by the Authority of an existing or impending claim for damages might alter the plans, scheduling and other actions of the Authority can result in mitigation or elimination of the effect of the act objected to by the Contractor. Therefore, a written statement describing (1) the act of omission or commission by the Authority or its agents that allegedly caused damage to the Contractor and (2) the nature of the claimed damage, must be submitted to the Engineer at the time of occurrence or beginning of the work upon which the claim and subsequent action is base. If such damage is deemed certain in the opinion of the Contractor to result from the Contractor's acting upon an order emanating from the Engineer, the Contractor shall take written exception to such order immediately. Submission of notice of claim as specified shall be mandatory, failure to comply shall be a conclusive waiver to such claim for damages by the Contractor. Mere oral notice or statement will not be sufficient nor will notice or statement after the event since it tends to hinder, if not prevent, the Authority's investigation of the pertinent facts. At the time of occurrence or prior to beginning the work, the Contractor shall furnish the Engineer with an itemized list of equipment, labor and materials for which additional compensation will be claimed. The Contractor shall afford the Engineer every facility for keeping actual cost of the work. The Contractor and Engineer shall compare records and bring them into agreement at the end of each day. Failure on the part of the Contractor to afford the Engineer proper facilities for keeping strict account of actual cost will constitute a waiver of the claim for such extra compensation except to the extent that it is substantiated by Authority records. The filing of such notice by the Contractor and the keeping of cost records by the Engineer shall in no way be construed to establish validity of the claim. In the event the Contractor's claim contains Contractor-furnished data which cannot be verified from the Authority's project record, such data shall be subject to complete audit by the Authority or its authorized representative if it is to be used as a basis for claim settlement.

Add the following:

#### 105.18 Contractors Parking Access

Use of the Turnpike shoulders or roadway for parking vehicles or equipment will not be permitted. Contractor's vehicles and equipment needed at the site shall be parked only in the Contractor's work areas. The Authority will make designated areas located on Turnpike property available for parking for the Contractor's employees and other vehicles and equipment not in use, provided that areas are restored to their original condition upon completion of the work.

All employees' and Contractors' vehicles and equipment not needed in the execution of the work shall be parked in these designated areas.

Tracking of mud and debris onto the Turnpike will not be permitted.

U-turns will not be permitted. This is a traffic violation and tickets will be issued.

#### 105.19 Contractor's Toll Passage

The Contractor shall be responsible for payment of tolls.

#### 105.20 Material Acceptance

In general, the materials that are covered by the Highway Specifications for this project will be tested and accepted in accordance with the West Virginia Department of Transportation Standard Specifications Road and Bridges, Adopted 2010, and the latest Supplemental Specifications, the Plans, and these Special Provisions.

### **SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

#### 107.7 public Convenience and Safety

The contractor shall keep the premises in a neat, safe and orderly condition at all times. Provide access to all entries, exits, and loading docks.

#### 107.14 Responsibility for Damage Claims

Delete the first line of the first paragraph and substitute:

“The Contractor shall indemnify and save harmless the Trustee, the Authority, the Engineer and its employees”.

### **SECTION 109 - MEASUREMENT AND PAYMENT**

#### 109.6 Partial Payment

Delete the entire section on "Substitution of Securities for Retainages".

Delete the paragraph regarding investment of retainages in the Consolidated Investment Fund of the State of West Virginia.

#### 109.7 Payment For Material On Hand

This Section is amended to the extent that Contractor's invoices for materials delivered to the site shall show actual prices for such materials.

## SECTION 110 - MISCELLANEOUS PROVISIONS

### 110.2 Minimum Wage Determinations

Delete the contents and substitute the following:

The West Virginia Division of Labor Wage Rates and Prevailing Wage Classification Work Descriptions in effect at the time of the bid opening will become a part of the contract documents. The Contractor must post the West Virginia Division of Labor Wage Rates on the jobsite at a location accessible to employees.

The West Virginia Division of Labor Wage Rates may be found posted at the Division's Internet website [www.wvdot.com](http://www.wvdot.com) by choosing the "**Contractors**" icon and selecting "**WV Division of Labor Prevailing**" under "**Wage Rates**" heading then select the appropriate year of wage rates from under the heading "**Publications and Services**" or a printed version can be obtained from the Secretary of State's Office or from the West Virginia Department of Transportation, Division of Highways, Contract Administration Division or from the West Virginia Division of Labor at the following address:

West Virginia Division of Labor  
Building 6, Room 749-B  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0570

If the Proposal contains U. S. Department of Labor Wage Rates and wage rates established by the West Virginia Division of Labor the minimum wage paid shall be the higher rate for each job classification.

The Prevailing Wage Classification Work Descriptions may be found posted at the Division's Internet website [www.wvdot.com](http://www.wvdot.com) by choosing the "**Contractors**" icon and selecting "**Prevailing Wage Classification (PDF)**" under work descriptions or a printed version can be obtained from the West Virginia Department of Transportation, Division of Highways, Contract Administration Division or from the West Virginia Division of Labor at the address listed above.

WEST VIRGINIA PARKWAYS AUTHORITY  
SPECIAL PROVISIONS FOR  
SUBCONTRACTOR PROMPT PAYMENT

1. GENERAL:

Contractors shall pay subcontractors for work satisfactorily performed by subcontractor, within fourteen (14) calendar days of receipt from the Authority of payment for subcontracted work. Retainage may be held by the contractor during the pendency of a subcontractor's work in accordance with terms of the subcontract but must be released by the contractor within fourteen (14) calendar days of satisfactory completion of the subcontractor's work and payment for the completed subcontract work by the Authority. Acceptance of the subcontracted work by the Authority shall constitute satisfactory completion of subcontracted work.

2. WITHHOLDING PAYMENT RESTRICTIONS:

The Contractor may delay or postpone payment, or delay or postpone release of retainage for good cause. This may include but shall not be limited to failure by the Subcontractor to pay for labor, supplies, or materials, or to provide any required documentation. Delay or postponement of payment may only be affected after written approval by the Authority.

3. PENALTIES FOR NONCOMPLIANCE:

Failure to promptly pay subcontractors or to release subcontractor's retainage may result in disqualification of a contractor as non-responsible or refusal by the Authority to issue a Proposal Form to a contract for future projects as provided in Subsection 102.3. All subcontracting agreements made by the contractor as provided in Subsection 108.1 shall include this special Provision as incorporated in the contract. All disputes between the contractors and subcontractors relating to payment for completed work or retainage shall be referred to an independent dispute resolution arbitrator. Authority will provide internal controls to expedite the determination and processing of final quantities for the satisfactorily completed subcontracted portions of the contract in order to provide for prompt return of retainage.



## GENERAL TERMS & CONDITIONS

### REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The Authority may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the West Virginia Code.
7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the Legislative Rules shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
13. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Authority.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Director may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

*Rev. 9/25/07*

**WV PARKWAYS AUTHORITY**

Purchasing Department