



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

Procurement Folder : 514840

Document Description : Addendum No.01 Blackwater Falls Group 1 Cabin Rehabilitation

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-11-06	2018-12-10 13:30:00	ARFQ 0310 DNR1900000069	2	Draft

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

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

Signature X **FEIN #** **DATE**

ADDITIONAL INFORMATION:

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

The West Virginia Division of Natural Resources is soliciting bids to establish a contract to rehabilitate and renovate eight (8) cabins at Blackwater Falls SP located in Tucker County, West Virginia.

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 BLACKWATER FALLS STATE PARK 1584 BLACKWATER LODGE RD DAVIS WV 26260-0490 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Building maintenance and repair services				

Commodity Code	Manufacturer	Model #	Specification
72101500			

Extended Description

Rehabilitation and renovation of eight (8) cabins.

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Non-Mandatory Pre-Bid Meeting at 10:30 a.m., EST	2018-11-15
2	Technical Question Deadline at 9:00 a.m., EST	2018-11-20

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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: ARFQ DNR19*69

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. To provide a copy of Appendix A – Payment.

NO OTHER CHANGES.

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

Terms and Conditions:

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

Attachment A

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":

evidence, may nullify the whole or a part Payment previously issued, to such extent as may be necessary in the Agency's opinion to protect the Agency from loss for which the Contractor is responsible, including loss resulting from acts and omissions, because of

- defective Work not remedied;
- third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Agency is provided by the Contractor;
- failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- damage to the Agency or a separate contractor,
- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- repeated failure to carry out the Work in accordance with the Contract Documents.

When the above reasons for withholding payment are removed, payment will be made for amounts previously withheld.

PROGRESS PAYMENTS

After the Agency has issued a Certificate for Payment, the Agency shall make payment.

The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Agency the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

The Agency will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Agency on account of portions of the Work done by such Subcontractor.

The Agency has the right to request written evidence from the Contractor that the Contractor has properly paid subcontractors and material and equipment suppliers amounts paid by the Agency to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Agency shall have the right to contact Subcontractors to ascertain whether they have been properly paid. The Agency shall not have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

Contractor payments for material and equipment suppliers shall be treated in a manner similar to that listed above.

Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Agency shall not constitute acceptance of Work not in accordance with the Contract Documents.

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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.

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Immediately prior to partial occupancy or use, the Agency, Contractor and Agency shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

FINAL COMPLETION AND FINAL PAYMENT

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Agency will promptly make such inspection and, when the Agency finds the Work acceptable under the Contract Documents and the Contract fully performed, the Agency will promptly issue a final payment with documentation stating that to the best of the Agency's knowledge, information and belief, and on the basis of the Agency's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Agency's final Payment will constitute a further representation that conditions for the Contractor's being entitled to final payment have been fulfilled.

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Agency (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Agency or the Agency's property might be responsible or encumbered (less amounts withheld by Agency) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Agency, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Agency, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Agency. If a Subcontractor refuses to furnish a release or waiver required by the Agency, the Contractor may furnish a bond satisfactory to the Agency to indemnify the Agency against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Agency all money that the Agency may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Agency so confirms, the Agency shall, upon application by the Contractor and certification by the Agency, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Agency prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR19*69

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company

Authorized Signature

Date

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