



REQUEST FOR BID SOLICITATION

ARTICLE 1 - GENERAL INFORMATION

Fairmont State University on behalf of the Board of Governors invites qualified Contractors to provide all labor, material, equipment, supplies, and services necessary for and incidental to the following Project:

Tennis Court Resurfacing

located at 1201 Locust Avenue, Fairmont, West Virginia. All work shall take place in Marion County, West Virginia.

- A. **ISSUING DEPARTMENT:** Fairmont State University – Facilities Business Office in conjunction with the Fairmont State University Procurement Office.
- B. **BID IDENTIFICATION NUMBER.** The identification number assigned by Fairmont State University for this project is **RFB 435 A**_____. Please use this number when communicating any information to the University regarding this project.
- C. **PRE-BID CONFERENCE.** There will be a mandatory Pre-Bid Conference. The Conference, if applicable, will be held at the following location and time:

Press Box

Address: 1201 Locust Avenue

City: Fairmont State WV Zip Code 26554

Conference will be held on Wednesday, October 25, 2023 2:00 pm Eastern Standard Time

D. **BID DUE DATE.** Bids are due no later than 2:00 p.m. Eastern Standard Time on Thursday, November 9, 2023. Bids must be delivered to Fairmont State University, Facilities Business Office, Physical Plant, 1201 Locust Avenue, Fairmont, WV 26554. (For additional information see Instructions to Bidders).

G. SUBSTANTIAL COMPLETION. The Contractor shall achieve Substantial and Final Completion of the entire Work as calculated or indicated below. The date of issuance of the Fairmont State University's Notice to Proceed shall be used to calculate Substantial and Final Completion if contract time stated below is in number of calendar days. Time is of the essence.

Substantial Completion within _____ Consecutive Calendar Days

Date Certain: July 19, 2024

Final Completion within _____ Consecutive Calendar Days

Date Certain: **August 2, 2024**

H. LIQUIDATED DAMAGES. The Bidder does hereby agree that Liquidated Damages for this Request for Bid Solicitation shall be assessed pursuant to the terms of the Contract Documents as follows: (If blank, no liquidated damages shall apply to this Request for Bid Solicitation of any Contract entered into between Fairmont State University and the successful Bidder)

\$200 per day

I. CONTRACTOR'S QUALIFICATION STATEMENT. If applicable, the Bidders MUST complete in its entirety the Contractor's Qualification Statement attached to this Request for Bid. Bidder's must submit all information requested and meet all requirements stated in the Contractor's Qualification Statement. Failure to provide this Qualification Statement and meet all requirements will be cause for disqualification of Bid. Owner is not obligated to, but reserves the right to request missing information, clarifications of information, and/or additional information after bids are received and prior to award to confirm the qualifications of an apparent low bidder. Approval of Bidder's as qualified for participation in the bidding process is at the sole and absolute discretion of Fairmont State University.

Pre-Qualification Statement required? Yes XX No

~~**J. PREVAILING WAGE RATES.** The successful Bidder and all subcontractors must pay the higher of the U. S. Department of Labor Minimum Wage Rates or the West Virginia Department of Labor Wage Rates as established for the County in which the Work is being performed, pursuant to West Virginia Code § 21-5-1, et seq. in effect at the time of bid opening.~~

~~Copies of current wage rates may be located at the following web sites:~~

~~State of WV Wage Rates~~

~~<http://www.wvsos.com/adlaw/wagerates>~~

~~Federal Wage Rates~~

~~<http://www.access.gpo.gov/davisbacon/>~~

K. INQUIRIES, INFORMATION, NOTICE AND CORRESPONDENCE. All inquiries, requests for information, notices, and correspondence concerning this RFB shall be submitted in writing to:

All information to be official must be in writing directed to:

Fairmont State University
Lenora Montgomery
Director of Facilities Administration & Services
1201 Locust Avenue
Fairmont WV 26554

Phone: 304-367-4657

Email: Lenora.Montgomery@fairmontstate.edu

Copy: Architect (if applicable)

Name:

Address:

Telephone:

FAX:

Contact:

ARTICLE 2 – SCOPE OF SERVICES

(For acquiring a full set of Contract Documents see Article 1, paragraph F.)

Provide all labor, material, equipment, supplies, and services required for the:

 Tennis Court Resurfacing

See Attached Drawings for Specifications

Contractor to provide all material, labor, and equipment necessary for the Fairmont State Tennis Court Resurfacing Project. All existing surfaces of the tennis courts (approximately 49,000 SF surface area) to be cleaned, repaired, prepped, and resurfaced as specified in the drawings. Repairs include linear cracks, spider-web cracks, low spots, etc. Contractor to provide a Falcon head logo (x6-white) as Add Alternate #1. See sheet A-1.

Project Start Date: May 15, 2024

Substantial Completion Date: July 19, 2024

Final Completion Date: August 2, 2024

ARTICLE 3 – BIDDING DEPOSITORIES

(For acquiring a full set of Contract Documents see Article 1, paragraph F.)

Fairmont State University
Physical Plant – Facilities Business Office
1201 Locust Avenue
Fairmont WV 26554
Phone: 304-367-4110

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Fairmont State University
Facilities Department
1201 Locust Avenue • Fairmont WV 26554

www.fairmontstate.edu
v: 304.367.4657 • f: 304.367.4656

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Article I. DEFINITIONS

Section 1. General Definitions

- I.1.1 Request for Bid Solicitation shall be defined as an official request issued by Procurement and/or Facilities Department requesting competitive bids pursuant to Chapter 18B of the West Virginia State Code to provide materials, equipment, services or other project related work specifically defined in and under the terms and conditions as stated in such Request for Bid Solicitation.
- I.1.2 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Request For Bid, Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- I.1.3 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, AIA Document A107, or in other Contract Documents which are specifically referenced in the Request for Bid Solicitation are applicable to the Bidding Documents.
- I.1.4 Addenda are written or graphic instruments issued by the Architect or Fairmont State University prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- I.1.5 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- I.1.6 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- I.1.7 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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- I.1.8 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- I.1.9 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- I.1.10 Work shall be defined as all labor, materials, supplies, services, equipment, and other services required by the Bidder to fully and completely perform the project as indicated by the Contract Documents.

Article II. JURISDICTION

Section 1. Applicable Law and Forum

- II.1.1 The rights of any Bidder or any party to a subsequent Contract shall be governed by the laws of the State of West Virginia and only West Virginia courts shall have jurisdiction over any action or proceeding related to the Bid or any subsequent Contract. The Bidder irrevocably consents to such jurisdiction.

Article III. BIDDING PROCEDURES

Section 1. Examination of Contract Documents and the Site

- III.1.1 Before submitting a Bid, the Bidder shall examine all Contract Documents, including, but not limited to, the Drawings, Specifications, all terms and conditions, and Addenda for all divisions of Work for the Project, noting in particular all requirements which may affect its Work in any way.
- III.1.2 The successful Bidder shall be required to execute a Contract with Fairmont State University for the services as described in the Request for Bid Solicitation. A sample

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Contract will be provided with the Request for Bid Solicitation or will be included in the project manual. Contract Documents do not include other documents such as bidding requirements unless specifically identified (advertisement or Request For Bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

- III.1.3 Federal terms and conditions may apply to projects at Fairmont State University and if applicable, additional terms and conditions may apply to the Request for Bid Solicitation. Any terms and conditions that may apply will be provided with the Request for Bid Solicitation or will be included in the project manual.
- III.1.4 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
- III.1.5 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
- III.1.6 The Bidder shall include in the Bid all applicable state, federal, or local taxes which may be assessed on the Work. Fairmont State University is exempt from taxation only if the materials, equipment, products, etc. are purchased directly by the University; therefore, unless otherwise exempt, Bidder must include all applicable taxes which may be incurred by Bidder as a result of the performance of the Work. Fairmont State University shall not be responsible for any such taxes or reimbursement of any costs due to the Bidder's failure to include such amounts in the Bid. Such taxes may include but not be limited to Business and Occupation Taxes, Consumer Sales and Use Tax, or similar taxes.
- III.1.7 Fairmont State University is not subject to any municipal building regulations or permits; therefore, no building permit as required by such entity shall not be required. Bidder may not include any charges for such items in the Bid.
- III.1.8 The Bidder's failure to become acquainted with the extent and nature of Work required to complete any portion of the Work in conformity with the requirements of the Contract Documents, shall not be a basis for additional compensation.

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Section 2. Pre-Bid Meeting

- III.2.1 If conducted by Fairmont State University, the Bidder is encouraged to attend the pre-bid meeting, where the Architect or Engineer (“A/E”), if applicable, and Fairmont State University will receive questions regarding the Contract Documents. Fairmont State University reserves the right to require mandatory attendance to any pre-bid meeting held in relation to a project and no bid from any Bidder not represented at such meeting will be accepted by Fairmont State University.
- III.2.2 The A/E or Fairmont State University shall prepare minutes of the pre-bid meeting for the Project record. If questions raised by the prospective Bidders require changes to, or clarifications of, the Contract Documents, the A/E or Fairmont State University shall issue the changes by written Addendum, along with a list of pre-bid meeting attendees.
- III.2.3 Additional compensation shall not be based upon the Bidder’s failure to attend the pre-bid meeting, which results in the Bidder’s incomplete knowledge and familiarity with the Project requirements.

Section 3. Request for Interpretation/Addenda

- III.3.1 If the Bidder finds any perceived ambiguity, conflict, error, omission, or discrepancy within the Contract Documents, including, but not limited to, the Drawings, Specifications, and Addenda, or between any of the Contract Documents and Applicable Law, the Bidder shall submit a written Request for Interpretation (“RFI”) to the A/E or Fairmont State University for an interpretation or clarification.
 - IV.3.1.a The Bidder is responsible for prompt delivery of the RFI.
 - IV.3.1.b The A/E or Fairmont State University shall respond to RFIs received more than four (4) business days before the bid opening.

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- III.3.2 The A/E or Fairmont State University shall issue Addenda that modify or clarify the Contract Documents in response to RFIs. The Addenda may be delivered via facsimile, mail carrier, posted to a Web or file transfer protocol site (FTP site), sent by email, or otherwise furnished to each registered Plan Holder/Bidding Depository and to prospective Bidders.
- III.3.3 Any interpretation, correction, or change in a Request for Bid Solicitation will be made by formal addendum by Fairmont State University. Interpretations, corrections, or changes to a Request For Bid Solicitation made in any other manner will not be binding, and no Bidder may rely upon any such interpretation, correction, or change.

Fairmont State University shall make available all official formal addendums when released at the following site and at the following location:

<http://www.fairmontstate.edu/adminfiscalaffairs/procurement/bidding-opportunities> ; or

Fairmont State University
Facilities Department – Physical Plant
1201 Locust Avenue
Fairmont WV 26554

- III.3.4 Bidders must acknowledge the receipt of any addenda issued by Fairmont State University on the Bid Form included in the Request for Bid Solicitation. If the Bidder fails to acknowledge receipt of each Addendum, then the Bid may be rejected.
- III.3.5 The successful Bidder shall not be compensated for a claim alleging insufficient data, incomplete, ambiguous, conflicting, or erroneous Contract Documents or proposed Contract Documents, or assumed conditions regarding the nature, extent, or character of the Work, if the Bidder did not submit a related RFI prior to the bid opening.
- III.3.6 Addenda will be issued no later than four (4) business days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

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Section 4. Substitutions Prior to Bid Opening

- III.4.1 If the Bidder proposes to use an article, device, material, equipment, form of construction, fixture, or item other than as indicated in the Contract Documents or Acceptable Components named in the Specifications, the Bidder shall certify that the proposed item is equal in quality and all aspects of performance and appearance, to the item specified and **MUST** receive prior approval as specified under III.4.2.
- III.4.1.a If approval of a Substitution requires changes to the Contract Documents or affects the work of other trades, the Bidder is responsible for the additional costs.
- III.4.2 Proposed Substitutions must be submitted by Bidder to Fairmont State University or the A/E by the Cut Off for Question date listed in the Request for Bid Solicitation, which must include:
- III.4.2.a The name and complete description of the proposed Substitution, including Drawings, performance and test data, and other information necessary for a complete evaluation; and
- III.4.2.b A statement setting forth any changes that the Proposed Substitution will require in the Contract Documents or the Project.
- III.4.3 If the A/E or Fairmont State University approves the Proposed Substitution, the A/E or Fairmont State University shall issue an Addendum.
- III.4.4 If the A/E or Fairmont State University does not approve the Proposed Substitution, the A/E or Fairmont State University shall inform the Bidder of its decision, which is final. The A/E or Fairmont State University may reject a proposed Substitution because the Bidder failed to provide sufficient information to enable the A/E or Fairmont State University to completely evaluate the Proposed Substitution without causing a delay in the scheduled bid opening.

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Section 5. Bid Form

- III.5.1 Each Bid shall be submitted on the Bid Form and all Bids and other required documents must be enclosed in a sealed opaque envelope or container and must contain the following all information as provided under [IV.1.3](#).
- III.5.1.a Any change, alteration, omission, or addition in the wording of the Bid Form shall cause the Bid to be rejected as non-responsive.
- III.5.1.b All pages of the Bid Form shall be submitted with the Bid. Failure to do so shall cause the Bid to be rejected as non-responsive.
- III.5.1.c Unless the Bidder withdraws the Bid as provided in Article V, the Bidder is required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of the requirements and regardless of any statement or omission made by the Bidder that might indicate a contrary intention.
- III.5.2 The Bidder shall fill in all relevant blank spaces on the Bid Form by printing in ink or by typewriting, and not in pencil.
- III.5.2.a The Bidder shall show all bid amounts in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where the words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions, or misspellings of words shall not render the words ambiguous.
- III.5.2.b The Bidder shall initial alteration or erasure of items filled in on the Bid Form.
- III.5.2.c All requested Alternates should be bid, if Bidder indicates “no bid” or otherwise indicates that such alternate will not be performed if requested by Bidder, Fairmont State University may reject any or all portions of Bidders bid for the project.
- III.5.3 If the Bidder is a corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder shall print or type the legal name of the Bidder on the line

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provided, and sign the Bid Form. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided, and sign the Bid Form on behalf of that member. All signatures must be original. All individuals executing the Bid Form shall be authorized to bind the entity on behalf of the Bidder.

Section 6. Allowances

- III.6.1 If Allowances are provided on the Bid Form, the amount of each Allowance shall be included in the Base Bid amount. Allowances shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the amount of the Allowance and the actual cost of the related Work provided.

Section 7. Unit Prices

- III.7.1 If Unit Prices are requested on the Bid Form, the amount of the scheduled quantities identified on the Bid Form shall be included in the Base Bid amount. Unit prices shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the estimated quantities on the Bid Form and the actual quantities provided.
- III.7.2 Unit Prices shall include all materials, equipment, labor, delivery, installation, overhead, profit, and any other cost or expense, in connection with, or incidental to, the performance of that portion of the Work. The Bidder shall submit Unit Prices for all items listed.

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Section 8. Alternates

- III.8.1 If an Alternate is listed on the Bid Form, the Bidder shall fill in the applicable blank with an increased or decreased bid amount and indicate which by **circling the word “ADD” or the word “DEDUCT” as applicable**. Fairmont State University reserves the right to accept or reject any or all bid amounts for Alternates, in whole or in part, and in any order.
- III.8.1.a If no change in the bid amount is required, indicate "No Change" or "\$0."
- III.8.1.b Failure to make an entry or an entry of "No Bid," "N/A," or similar entry on any Alternate shall cause the Bid to be rejected as non-responsive if that Alternate is selected.
- III.8.1.c **Any statement of an amount for an alternate which has not been identified by circling the word ADD or DEDUCT, as applicable, shall be considered an ADD.**
- III.8.1.d If an Alternate is not selected, an entry as listed in [III.8.1.b](#) on that Alternate shall not, by itself, render a Bid non-responsive.

Section 9. Submittals with Bid Form

- III.9.1 Fairmont State University shall reject a Bid as non-responsive if the Bidder fails to submit the following with the Bid Form in compliance with [Article III, Section 5](#):
- III.9.1.a Each Bid shall be accompanied by a Bid Guaranty that meets the requirements of [VI.1](#) below.
- III.9.1.b Contractor's License. West Virginia Code § 21-11-2 requires that all persons desiring to perform construction work in West Virginia must be duly licensed. The West Virginia Contractors Licensing Board is

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empowered to issue the contractor's license. Application for a contractor's license may be made by contacting the West Virginia Division of Labor, Building 6, Room B749, State Capitol Complex, Charleston, West Virginia, 25305. Telephone: (304) 558-7890.

West Virginia Code § 21-11-11 requires any prospective Bidder to include the contractor's license number on their bid. The successful Bidder will be required to furnish a copy of their contractor's license prior to issuance of a Purchase Order/Contract.

It shall be the General Contractor's responsibility to ensure that all sub-contractors are duly licensed to perform work with the State of West Virginia and the appropriate city, if applicable.

- III.9.1.c Bidder must submit with the Bid Form the Fairmont State University Purchasing Affidavit, which shall be provided with the Request for Bid Solicitation, attesting to the Bidder's compliance with the information stated thereon. A sample of this document has been provided in the Appendix below. (see sample [Purchasing Affidavit](#))
- III.9.1.d** Bidder must submit with the Bid Form the Fairmont State University Alcohol and Drug-Free Workplace Affidavit, which shall be provided with the Request for Bid Solicitation, attesting to the Bidder's compliance with the information stated thereon. A sample of this document has been provided in the Appendix below. (see sample [Alcohol and Drug-Free Workplace Affidavit](#)) **Only for bids exceeding One Hundred Thousand Dollars (\$100,000.00).**
- III.9.1.e Bid Breakdown – Bidder shall provide a breakdown of their base bid on the form provided. The form is for informational purposes and the Owner's analysis of the bid.
- III.9.1.f West Virginia State Code West Virginia Code §5-22-1 requires the apparent low bidder on a contract valued at more than \$250,000 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000 of work on the project including labor and materials. This information shall be provided to the Facilities Business Officer within one business day of the opening of bids for review prior to the awarding of a construction contract. Failure to submit the subcontractor list within one business day after the deadline for submitting bids may result

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in disqualification of the bid. The list shall include the names of the bidders and the license numbers.

- III.9.2 If the apparent low Bidder does not submit a valid Power of Attorney of the agent signing for the Surety with its Bid, Fairmont State University shall direct the apparent low Bidder to deliver a valid and appropriate Power of Attorney to Fairmont State University within a period determined by Fairmont State University. Fairmont State University shall not enter into a Contract without a valid Power of Attorney.
- III.9.3 Fairmont State University reserves the right to request Pre-Qualification information from prospective Bidders. If applicable, Fairmont State University shall notify Bidders of the results of such Pre-Qualification prior to the Bid date and such Request for Bid Solicitation shall be limited to those Bidder's who have met or exceeded the Pre-Qualification requirements and have been determined by Fairmont State University to be a responsible Bidder.

Section 10. Changes in the Bid Amount

- III.10.1 Any change to a previously submitted Bid shall be in writing and received by Fairmont State University before the time scheduled for the bid opening.
- III.10.2 Changes shall provide an amount to be added to, or subtracted from, the bid amount, so that the final bid amount may be determined only after the sealed envelope is opened.
- III.10.3 If the Bidder's written instruction to change the Bid Amount, provided under III.10.1, reveals the bid amount in any way prior to the bid opening, Fairmont State University may, in its sole discretion, reject the Bid as non-responsive.
- III.10.4 No modification, withdrawal or cancellation shall be allowed during the stipulated time period of sixty (60) calendar days or otherwise agreed upon by the parties following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid. If Bidder withdraws or otherwise terminates his performance the Bidder may not do so without forfeiture of Bid Security, not as a penalty, but as liquidated damages.

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Article IV. BID OPENING AND EVALUATION

Section 1. Delivery of Bid

- IV.1.1 The Bidder shall submit its Bid to Fairmont State University at Facilities Department – Physical Plant located at 1201 Locust Avenue, Fairmont WV 26554 prior to the time scheduled for the bid opening.
- IV.1.2 All bids must be delivered by **2:00 p.m. Eastern Standard** time on the due date identified in the Request for Bid Solicitation.
- IV.1.3 If the sealed bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope and the envelope containing the bid shall also be clearly marked as containing a Bid with the following information shown on the envelope:
 - IV.1.3.a “REQUEST FOR BID” must be clearly visible on the front of the submission;
 - IV.1.3.b Bid Identification Number as identified in the Request for Bid Solicitation must be on the front of the envelope or container;
 - IV.1.3.c Contractor name and address must be on the front of the submission;
 - IV.1.3.d and the opening date and time of the bid must be clearly visible on the front of the submission.
- IV.1.4 The Bidder is fully responsible for timely delivery at the location designated for receipt of Bids. Bids received after this date and time will not receive consideration. Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not receive consideration. No exceptions are permitted.
- IV.1.5 Any and all costs incurred by the Bidder in preparation of a response to the Request for Bid Solicitation or for presentation of credentials are the responsibility of the Bidder and will not be reimbursed. All responses and documentation submitted by the Bidder become the property of Fairmont State University at the time the documents are submitted in response to a Request for Bid Solicitation.

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Section 2. Bid Opening

- IV.2.1 Sealed Bids shall be received at the location designated in [IV.1.1](#) until the time stated when all Bids shall be opened, read aloud, and the tabulation made public. Bidders are encouraged to be present during bid opening but are not required to do so.
- IV.2.2 The public opening and reading of Bids is for informational purposes only and is not to be construed as an acceptance or rejection of any Bid submitted.
- IV.2.3 The contents of the bid envelope are public records and open for inspection, upon request, at any time after the bid opening. Ownership of all data, materials, and documentation originated and prepared for Fairmont State University pursuant to the Request For Bid Solicitation shall belong exclusively to Fairmont State University and be subject to public inspection in accordance with the West Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the West Virginia Freedom of Information Act; however, the Bidder must invoke the protections of Article 1, Chapter 29B of the Code of West Virginia in writing, either before or at the time the data or material is submitted. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information.

Section 3. Bid Opening Extension

- IV.3.1 If an Addendum is issued without giving all Bidders four (4) business days prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening shall be extended to at least meet such requirement.

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Section 4. Bid Evaluation Criteria

- IV.4.1 Fairmont State University reserves the right to accept or reject any or all Bids, in whole or in part, and reserves the right to award the Contract to any remaining Bidder Fairmont State University determines, in its sole discretion, to have submitted the lowest responsive and responsible Bid.
- IV.4.2 Fairmont State University reserves the right to accept or reject any or all Alternates. Alternates may be accepted or rejected in any order.
- IV.4.3 If any Bidder has engaged in collusive bidding, Fairmont State University shall reject that Bidder's Bid as non-responsible for the Contract. A collusive bidder may also be debarred from future State Contracts.
- IV.4.4 Bidder affirms that to the best of its knowledge, there exists no actual or potential conflict of interest between Bidder business or financial interests, and its services under any Contract issued pursuant to this Request for Bid Solicitation, and in the event of change in either its private interests or service under the Contract, Bidder will inform Fairmont State University regarding possible conflict of interest which may arise as a result of such change. Bidder also affirms that there exists no actual or potential conflict between Fairmont State University's employees and Bidder.
- IV.4.5 Fairmont State University reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure a minor irregularity or technical deficiency in a Bid, provided the irregularity or deficiency does not affect the bid amount, or otherwise give the Bidder a competitive advantage. Noncompliance with any material requirements of the Contract Documents shall cause a Bid to be rejected as non-responsive.
- IV.4.6 If, in the opinion of Fairmont State University, the award of the Contract to the lowest Bidder is not in its best interest, Fairmont State University may accept, in its discretion, another Bid so opened, or Fairmont State University may reject all Bids and advertise for other Bids. The advertisement shall be for the period, in the form, and in the publications directed by Fairmont State University.

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Section 5. Bid Evaluation Procedure

- IV.5.1 The Contract shall be awarded to the lowest responsive and responsible Bidder as determined in the discretion of Fairmont State University, or all Bids may be rejected in accordance with Applicable Law.
- IV.5.1.a In determining which Bid is the lowest, Fairmont State University shall consider the Base Bid and the bid amounts for any Alternate, or Alternates, which the Owner decides, in its sole discretion, to accept.
- IV.5.1.b The total of the bid amounts for the accepted Alternate(s) shall be added to, or deducted from, the Base Bid, as applicable, for determining the lowest Bidder.
- IV.5.1.c If two Bidders submit the same bid amount and both are determined to be responsive and responsible, Fairmont State University may select one Bidder by the flip of a coin, which shall be conducted in the presence of both Bidders and shall be final.
- IV.5.1.c.i If one of the Bidders refuses to participate in, or fails to be present at, the flip of a coin, the remaining Bidder shall be selected.
- IV.5.2 A Bidder shall be considered responsive if the Bidder's Bid responds to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents that would affect the amount of the Bid or otherwise give the Bidder a competitive advantage.
- IV.5.2.a A Bid shall be rejected as non-responsive if the Bid contains a Bid Bond executed by a Surety not licensed in West Virginia or a Bid Bond that is otherwise determined to be insufficient by Fairmont State University, including but not limited to not on the form as provided in the "Request for Bid Solicitation".
- IV.5.2.b If the lowest Bidder is non-responsive, the Bidder shall be notified according [IV.6.1](#), below.

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- IV.5.3 In determining whether a Bidder is responsible, factors to be considered include, without limitation:
- IV.5.3.a Preferences required by law, where applicable;
 - IV.5.3.b The experience of the Bidder;
 - IV.5.3.c The financial condition of the Bidder;
 - IV.5.3.d The conduct and performance of the Bidder on previous Contracts, including compliance with Equal Employment Opportunity in the Construction Industry, OSHA and Prevailing Wage laws;
 - IV.5.3.e The facilities of the Bidder;
 - IV.5.3.f The management skills of the Bidder; and
 - IV.5.3.g The Bidder's ability to execute the Contract properly, including past performance of the Bidder and the Subcontractors that the Bidder proposes to use on the Project.
- IV.5.4 The A/E or Fairmont State University shall obtain from the lowest responsive Bidder any information Fairmont State University determines appropriate to consideration of factors showing responsibility. If the lowest responsive Bidder is responsible, the Contract shall be awarded to that Bidder, unless all Bids are rejected. The Bidder shall provide all requested information within three (3) consecutive days of a request from the A/E of Fairmont State University, or a longer period, if Fairmont State University consents in writing.
- IV.5.5 If the lowest responsive Bidder is not responsible, Fairmont State University shall evaluate the next lowest Bidder according to the procedures set forth in this [Article IV, Section 5](#) until the Contract is awarded, all Bids are rejected, or all responsive Bidders are determined to be not responsible.

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Section 6. Rejection of Bid

- IV.6.1 If the lowest Bidder is not responsive or responsible, Fairmont State University shall reject the Bid and notify the Bidder in writing by Certified Mail of the finding and the reasons therefor.
- IV.6.2 Bidder notified in accordance with [IV.6.1](#) may object to its rejection by filing a written protest, which must be received by Fairmont State University within five (5) consecutive days of the notification provided pursuant to [IV.6.1](#).
- IV.6.3 Upon receipt of a timely protest, Fairmont State University shall meet with the protesting Bidder to hear its objections.
 - IV.6.3.a No Contract award shall become final until after Fairmont State University has met with all Bidders who have timely filed protests and the award of the Contract is affirmed.
 - IV.6.3.b If all protests are rejected, the Contract shall be awarded to the lowest responsive and responsible Bidder, or all Bids shall be rejected.

Section 7. Notice of Intent to Award

- IV.7.1 Fairmont State University shall notify the apparent successful Bidder that upon satisfactory compliance with all conditions precedent for execution of the Contract, within the time specified, the Bidder shall be awarded the Contract.
- IV.7.2 Fairmont State University reserves the right to rescind any Notice of Intent to Award if Fairmont State University determines it issued the Notice of Intent to Award in error, or if the conditions precedent for execution of Contract set forth in [Article VII](#) are not met.

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Article V. WITHDRAWAL OF BID

Section 1. Withdrawal prior to Bid Opening

- V.1.1 A Bidder may withdraw a Bid after Fairmont State University receives the Bid, provided the Bidder makes a request in writing and Fairmont State University receives the request prior to the time of the bid opening, as determined by Fairmont State University.

Section 2. Late Bids, Late Withdrawals, and Late Modifications

- V.2.1 The Bid shall remain valid and open for acceptance for a period of sixty (60) calendar days after the bid opening. Any bid, withdrawal or modification received after the date and time set for receipt of bids is late. No late bid, late modification, or late withdrawal will be considered. The clock in the University's Facilities Department Office shall be considered the official timepiece used to determine whether the bid, withdrawal, or modification was late.

Section 3. Mistakes

- V.2.2 Mistakes after Bid Opening but Before Award: Correction or withdrawal of a bid because of an inadvertent mistake in the bid requires careful consideration to protect the integrity of the competitive bidding process, and to assure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. A bid correction or withdrawal because of a mistake is permissible but only to the extent that it is not contrary to the interest of Fairmont State University or the fair treatment of other bidders. When Fairmont State University knows or has reason to conclude that a mistake has been or may have been made, a request shall be made for the bidder to confirm the bid. Situations in which confirmation should be requested include obvious or apparent errors on the face of the bid or a bid unreasonably lower (or higher) than the

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other bids submitted. Unit price shall be the governing factor if an error is made in extending the unit price. If the bidder alleges a mistake, the bid may be corrected or withdrawn if the conditions set forth below are met:

V.2.2.a Minor Informalities or Irregularities: Minor informalities or irregularities, or significant mistakes that can be waived or corrected without prejudice to other bidders, which are evident after examining the bid, are considered matters of form rather than substance; that is, the effect on price, quantity, quality, or terms and conditions is negligible. The Chief Procurement Officer may waive such informalities or irregularities or allow the bidder to correct such mistakes, depending on which is in the best interest of the University. An example is the lack of specifications on alternate bids. Additional specifications may be requested to make an accurate determination.

V.2.2.b Mistakes Where Intended Correct Bid Is Evident: If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.

V.2.2.c Mistakes Where Intended Correct Bid Is Not Evident: A bidder may be permitted to withdraw a low bid if:

1. mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident,; or
2. the bidder submits proof of evidentiary value which clearly and convincingly demonstrates the mistake.

V.2.2.d Notice of a request to withdraw a Bid shall be made in writing filed with Fairmont State University within two (2) business days after the bid opening. Fairmont State University reserves the right to request the Bidder to submit evidence substantiating the Bidder's request to withdraw the Bid.

V.2.3 The Chief Procurement Officer may reject an erroneous bid after the bid opening, upon request of the bidder, if all of the following conditions exist:

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- V.2.2.a An error was made that materially affected the bid or proposal;
 - V.2.2.b Rejection of the bid or proposal would not cause a hardship on the University other than losing an opportunity to receive materials, supplies, equipment, services or printing at a reduced cost; and
 - V.2.2.c Enforcement of the part of the bid or proposal in error would be unconscionable.
- V.2.4 Mistakes Discovered After Award: Mistakes shall not be corrected after award of the contract except where the Chief Procurement Officer makes a written determination that it would be unconscionable not to allow the mistake to be corrected.
- V.2.5 If a Bidder withdraws its Bid under [Article V.2](#), Fairmont State University may award the Contract to the next lowest responsive and responsible Bidder, or reject all Bids and advertise for other Bids. In the event Fairmont State University advertises for other Bids, the withdrawing Bidder shall pay the costs, in connection with the re-bidding, of printing new Contract Documents, required advertising, and printing and mailing of notices to prospective Bidders, if Fairmont State University finds that these costs would not have been incurred but for the withdrawal.
- V.2.6 A Bidder may withdraw the Bidder's Bid at any time after the 60 day period described in [Article V.2.1](#) by giving written notice to Fairmont State University if the Bidder has not previously received a notice of intent to award. Bidder may not withdraw its Bid any time after a notice of intent to award has been sent to the Bidder by Fairmont State University unless otherwise provided for by these instructions.

Section 4. Refusal to Accept Withdrawal

- V.3.1 If Fairmont State University contests the right of a Bidder to withdraw a Bid pursuant to [Article V.2.1](#), a hearing shall be held within ten (10) consecutive days after the bid opening and Fairmont State University shall issue an order allowing or denying the claim of this right within five (5) consecutive days after the hearing is concluded. Fairmont State University shall give the withdrawing Bidder timely notice of the time and place of the hearing.

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- V.3.1.a Fairmont State University shall make a stenographic record of all testimony, other evidence, and rulings on the admissibility of evidence presented at the hearing. The Bidder shall pay the costs of the hearing.
- V.3.1.b The ruling of Fairmont State University shall be final and binding upon the Bidder.

Section 5. Refusal to Perform

- V.4.1 In the event Fairmont State University denies the request for withdrawal and the Bidder refuses to perform the Contract, Fairmont State University may reject all Bids or award the Contract to the next lowest responsive and responsible Bidder.

Section 6. Effect of Withdrawal

- V.5.1 A Bidder, who is permitted to withdraw a Bid under [V.2.1](#), shall not supply material or labor to, or perform a subcontract or other work for, the Bidder to whom the Contract is awarded; or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn Bid was submitted; without Fairmont State University's prior written consent.

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Article VI. BID GUARANTY AND CONTRACT BOND

Section 1. Bid Guaranty

- VI.1.1 The Bidder shall submit a Bid Guaranty as specified under [Article III.9.1a](#), with the Bidder's Bid, payable to Fairmont State University, in the form of either:
- VI.1.1.a The signed Bid Bond contained in the Contract Documents for an amount equal to 5% of the Base Bid plus all additive Alternates; or
- VI.1.1.b The Bid Bond shall be issued by a Surety Company having a minimum of an "A- (minus)" rating from an accredited rating company such as A.M. Best. Documentation of the rating shall be included with the Bid Bond.

If box is checked the following in VI.1.1.c applies to bid:

- VI.1.1.c For large projects (over \$5,000,000).
- Require all subcontractors over \$500,000 to be bonded by an A- or better rated surety
 - After bids are awarded, the General Contractor is required to certify that all key subcontractors meet Contractor qualification requirements included in Division 1, Subcontractor Requirement
- VI.1.2 The Bid Bond shall be in form and substance satisfactory to Fairmont State University and shall serve as an assurance that upon acceptance of the Bid, the Bidder shall comply with all conditions precedent for Contract execution, within the time specified by Fairmont State University.
- VI.1.3 If the blank line on the Bid Guaranty or Contract Bond is not filled in, the penal sum shall be the full amount of the Base Bid plus all additive Alternates. If the blank line is filled in, the amount shall not be less than the full amount of the Base Bid plus all

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additive Alternates, stated in dollars and cents or as 5% of Bidder's Bid. In the event the blank line is filled in for an amount less than the full amount of the Base Bid plus all additive alternates, the Bid shall be rejected as non-responsive.

- VI.1.4 An authorized agent must sign the Bid Bond, and the Bidder shall provide a Power of Attorney from the Surety. A Surety authorized to transact business in the State of West Virginia must issue the Bond.

Section 2. Bond Forfeiture

- VI.2.1 If for any reason, other than as authorized by [Article V](#), the Bidder fails to execute the Contract Form, and Fairmont State University awards the Contract to another Bidder, which Fairmont State University determines is the lowest responsive and responsible Bidder:
- VI.2.1.a The Bidder who failed to execute the Contract Form is liable to Fairmont State University for the difference between its Bid and the Bid of the next lowest responsive and responsible Bidder, or for a sum not to exceed 5% percent of Bidder's bid amount, whichever is less, not as a penalty but as liquidated damages.
- VI.2.2 If Fairmont State University then awards a Contract to another Bidder, which Fairmont State University determines is the lowest responsive and responsible Bidder and that Bidder fails or refuses to execute the Contract Form:
- VI.2.2.a The liability of the lowest responsive and responsible Bidder shall be the difference between the bid amount of the lowest responsive and responsible Bidder and another Bidder which Fairmont State University determines is the lowest responsive and responsible Bidder, but not in excess of the liability specified in [Article VI.2.1.a](#);
- VI.2.2.b The liability on account of an award to the lowest responsive and responsible Bidder beyond the third lowest responsive and responsible Bidder shall be determined in like manner.

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VI.2.3 If Fairmont State University does not award the Contract to another Bidder under [VI.2.2.a](#), but submits the Project for re-bidding:

VI.2.3.a The Bidder failing or refusing to execute the Contract Form is liable to the Fairmont State University for a sum not to exceed 5 percent of the Bidder's bid amount or the costs in connection with the resubmission of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less.

Section 3. Contract Bond

VI.3.1 Prior to signing the Contract Form, the Bidder shall provide Bond(s) required by law issued by a Surety licensed to do business in the State of West Virginia in form and substance satisfactory to Fairmont State University. (See [VII.1.3](#))

VI.3.2 The Bond must be in the full amount of the Contract to indemnify Fairmont State University against all direct and consequential damages suffered by failure of the Contractor to perform according to the provisions of the Contract and in accordance with the Plans, Specifications, details, and bills of material therefore and pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed or materials furnished in performing and completing the Contract.

Article VII. CONTRACT AWARD AND EXECUTION

Section 1. Conditions Precedent for Execution of Contract

VII.1.1 The successful Bidder must submit or, if applicable, meet the obligation set-forth in this Article VII to Fairmont State University before the execution of any Contract with Bidder.

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- VII.1.2 Contract Time. The successful Bidder, as a condition of the Contract, agrees that all Work is to be Substantially Complete within the Contract Time stated in the Request for Bid Solicitation.

Fairmont State University will suffer financial loss if the Work is not Substantially Complete within the Contract Time. Therefore, at the discretion of Fairmont State University, liquidated damages may be applicable to the Work and such terms and conditions shall be identified in the Request for Bid Solicitation and any Contract Documents issued pursuant thereto. The Bidder does hereby agree to such terms and conditions upon submitting a Bid pursuant to any Request for Bid Solicitation issued by Fairmont State University.

- VII.1.3 Performance, Payment and Maintenance Bonds. The successful Bidder will be required to furnish, at the Bidder's expense, a Performance Bond and a Labor and Material Payment Bond for One Hundred Percent (100%) of the contract award and, if applicable, a two (2)-year roofing Maintenance Bond for the full value of the roofing system. Bonds must be executed by a company licensed to transact surety insurance in the State of West Virginia.

Bonds shall be written on the State of West Virginia approved forms bound in the Project Manual or provided with the Request for Bid Solicitation. No other form of bonds will be accepted by Fairmont State University.

- VII.1.4 Proof of West Virginia Workers' Compensation Coverage. The successful Bidder shall be in compliance with all rules and regulations of the State of West Virginia Workers' Compensation Fund and have all premiums paid and reports filed currently. The successful Bidder will be required to furnish a copy of their proof of coverage prior to execution of any Contract relating to the Request for Bid.

- VII.1.5 Certificate of Insurance (ACORD form is acceptable) and copy of additional insured endorsement. Bidder, at its own expense, shall procure and maintain for the duration of the work insurance requirements as required by the Contract Documents. Bidder shall provide such other insurance as may be required by law. West Virginia University shall be named as an additional insured on all liability policies. Bidder shall provide a certificate of insurance confirming the minimum coverage limits specified in the Contract Documents and documenting additional insured status for Fairmont State University under each liability policy. All policies shall provide a minimum of (30) calendar day's written notice prior to cancellation.

- VII.1.6 Subcontractor Insurance. Bidder shall verify that all contractors and subcontractors of Bidder performing any work pursuant to any Contract entered into due to this Request

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for Bid have sufficient liability and worker's compensation insurance and shall obtain certificates evidencing such insurance. In addition, Bidder shall verify that all contractors and subcontractors to Bidder performing any work pursuant to any Contract are properly licensed under the laws of the State of West Virginia or any other applicable laws to do the work that such subcontractor is hired to complete.

- VII.1.7 The successful Bidder shall furnish a copy of its contractor's license prior to issuance of a Purchase Order/Contract.
- VII.1.8 Vendor Registration. All Bidders and/or Contractors must be registered vendors with the State of West Virginia before conducting business. All Bidders must be registered prior to issuance of a Purchase Order/Contract and will be responsible for and must pay any registration fee. All Bidders are encouraged to register and/or update their vendor information at the following website:
<https://prod-fin-vss.wvoasis.gov/webapp/prdvss11/AltSelfService>
- VII.1.9 Wage Bond. If applicable, Bidders engaged in construction work in West Virginia less than five (5) years preceding the date of the Bid shall post a wage bond with the West Virginia Department of Labor. Proof of such compliance may be required by Fairmont State University.
- VII.1.10 West Virginia Jobs Act. All Bidders, when applicable, shall comply with the provisions of the West Virginia Jobs Act, West Virginia Code § 21-1C-1 et seq. It will be the contractor's responsibility to file copies of certified payrolls with Fairmont State University's Facilities Department.
- VII.1.11 West Virginia Alcohol and Drug-Free Workplace Act. Fairmont State University may not award a contract, as defined under West Virginia Code §21-1D-1 et. Seq., to a contractor who does not have a written plan for a drug-free workplace and who has not submitted that plan to Fairmont State University in a timely fashion; therefore, the successful Bidder must meet all requirements of West Virginia Code §21-1D-1 et. seq., if applicable.
- VII.1.12 Foreign Corporation. If a Bidder is a foreign corporation, e.g., not incorporated under the laws of West Virginia, it must submit a Certificate of Good Standing from the West Virginia Secretary of State showing the right of the Bidder to do business in the State of West Virginia.

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VII.1.13 Time of Delivery of Contract and Supporting Documents. The successful Bidder shall deliver the required bonds and all other Contract Documents, including but not necessarily limited to, Certificates of Insurance and Contractor's Licenses within fifteen (15) consecutive calendar days after receipt of West Virginia University notice of intent to award a contract. Failure to do so may cause: (1) forfeiture of the Bidder's security deposited with his Bid as liquidated damages, not a penalty, or (2) reduction of contract performance time proportionate to the additional time for Bidder to fully comply with this section.

Section 2. Time Limits

VII.2.1 Fairmont State University's failure to award the Contract and execute the Contract Form within 60 days of the bid opening invalidates the entire bid process and all Bids submitted, unless the time is extended by written consent of the apparent lowest responsive and responsible Bidder and Fairmont State University.

VII.2.1.a If Fairmont State University awards the Contract within 60 days of the bid opening, increases in material, labor, and subcontract costs shall be borne by the Bidder.

VII.2.1.b If failure to execute the Contract within 60 days of the bid opening is due to matters for which the Fairmont State University is solely responsible, Fairmont State University may authorize payment of verifiable increased costs in materials, labor, or subcontracts. Notwithstanding the foregoing, Fairmont State University may cancel any or all portions of such Bid for convenience.

VII.2.1.c If failure to execute the Contract within 60 days of the bid opening is due to matters for which the Contractor is responsible, Fairmont State University shall not grant a request for increased costs.

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Section 3. Notice to Proceed

VII.3.1 Fairmont State University shall issue a Notice to Proceed to the Contractor, which establishes the date for commencement and the calendar days allocated or actual calendar day for Contract Completion. Any Work performed or any materials contracted for prior to receipt of Fairmont State University's Notice to Proceed shall be at the Bidder's absolute and sole risk. Within ten (10) calendar days of the date of the Notice to Proceed, the Contractor shall furnish the following submittals to the A/E and/or Fairmont State University:

VII.3.1.a Schedule of Values

VII.3.1.b Preliminary schedule of Shop Drawings and other Submittals

VII.3.1.c Subcontractor and Material Supplier Declaration form

VII.3.1.d Qualifications of proposed project manager(s) and superintendent(s) and a comprehensive resume of each.

Section 4. Wage Rates

~~VII.4.1 The successful Bidder and all subcontractors must pay the higher of the U. S. Department of Labor Minimum Wage Rates or the West Virginia Department of Labor Wage Rates pursuant to West Virginia Code § 21-5-1, et seq. established for the county where the work is performed.~~

~~VII.4.2 The Bidder shall not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by Applicable Law. The Bidder is responsible for compliance of its Subcontractors with prevailing wage requirements.~~

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Fairmont State University
Facilities Department
1201 Locust Avenue • Fairmont WV 26554

www.fairmontstate.edu
v: 304.367.4657 • f: 304.367.4656

Article VIII. APPENDIX

[Sample Bid Bond](#)

[Sample Purchasing Affidavit](#)

[Sample West Virginia University Alcohol and Drug-Free Workplace Act Affidavit](#)

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Fairmont State University
Facilities Department
1201 Locust Avenue • Fairmont WV 26554

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BID BOND

Sample

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,

of _____, _____, as Principal, and _____
of, _____, _____, a corporation organized and existing under the laws of the State of
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto
the West Virginia University, as Obligee, in the penal sum of _____ (\$ _____) for the
payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors
and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to West Virginia University, a certain
bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for:

NOW THEREFORE,

(a) If said bid shall be rejected, or

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this _____ day of
_____, 20__

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

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Fairmont State University
Facilities Department
1201 Locust Avenue • Fairmont WV 26554

www.fairmontstate.edu
v: 304.367.4657 • f: 304.367.4656

Sample

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 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 07/01/2012)

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Fairmont State University
Facilities Department
1201 Locust Avenue • Fairmont WV 26554

www.fairmontstate.edu
v: 304.367.4657 • f: 304.367.4656

West Virginia University

DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT

West Virginia Code §21-1D-5

Request for Bid#####

STATE OF #####

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 valid written drug free workplace policy an that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

(Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed and sworn before me this _____ day of _____.

By Commission expires _____

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

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 _____



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

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: _____

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

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

By Commission expires _____

(Seal)

(Notary Public)

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ (C) of _____ (D), _____ (E), as Principal, and _____ (F) of _____ (G), _____ (H), a corporation organized and existing under the laws of the State of _____ (I) with its principal office in the City of _____ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Oblige, in the penal sum of _____ (K) (\$ _____ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for _____ (M)

NOW THEREFORE

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the _____ (N) day of _____ (O), 20____ (P).

Principal Seal _____ (R)
(Name of Principal) _____ (Q)

By _____ (S)
(Must be President, Vice President, or Duly Authorized Agent)

_____ (T)
Title

Surety Seal _____ (U)
(Name of Surety) _____ (V)

_____ (W)
Attorney-in-Fact

NOTE 1: **Dated Power of Attorney with Surety Seal must accompany this bid bond.**

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20_____.

Principal Seal

(Name of Principal)

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

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined in the amount of
_____ Dollars (_____),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for

_____ in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, well and truly perform the contract, and shall pay off,
satisfy and discharge all claims of subcontractors, labors, materialmen and all persons furnishing material or doing work pursuant to the
CONTRACT and shall save Owner and its property harmless from any and all liability over and above the contract price thereof, between the Owner
and the Contractor, for all of such labor and material, 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 such subcontractor, laborer or materialmen, then this obligation shall be null and void. Otherwise, it
shall remain in full force and effect.

Signed and sealed this * _____ day of _____ 20_____.

Principal Corporate Seal

(Contractor Name) (Seal)

BY: _____ (Seal)
(Must be President, Vice President, Owner, Partner, Manager, Member,
or other duly Authorized Agent)

(Title)

Surety Corporate Seal

(Surety)

BY: _____ (Seal)

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments
must be completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

APPROVED AG 09-12-16

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit:
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal 7: _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit:
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who as, _____ signed the foregoing writing for
14. _____ a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____ 20 _____
16. Notary Seal 17: _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit:
21. I, _____, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____ 20 _____
26. Notary Seal 27: _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner of Execution Approved

This _____ day of _____ 20 _____.

Attorney General
By: _____
(Deputy Attorney General)

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) THROUGH (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) THROUGH (28).
4. **Notaries must:**

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. **Seal must be affixed.**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____
as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, in the amount of _____
Dollars (_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for _____

in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, promptly and faithfully Perform and CONTRACT,
then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, and
2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to
complete the CONTRACT in accordance with its terms and conditions in a timely manner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of
Owner.

Signed and sealed this * _____ day of _____ 20_____

Principal Corporate Seal

(Contractor Name) (Seal)

BY: _____ (Seal)

(Must be President, Vice President, Owner, Partner, Manager, Member,
or other duly Authorized Agent)

(Title)

Surety Corporate Seal

(Surety)

BY: _____ (Seal)

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments must be
completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

APPROVED AG 09-12-16

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit:
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal
7. _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit:
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who as, _____ signed the foregoing writing for
14. - a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____ 20 _____
16. Notary Seal
17. _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit:
21. I, _____, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____ 20 _____
26. Notary Seal
27. _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner of Execution Approved

This _____ day of _____ 20 _____.

By: _____
Attorney General
(Deputy Attorney General)

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. **Notaries must:**

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. **Seal must be affixed.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER INSURANCE AGENCY'S NAME AND ADDRESS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED CONTRACTOR'S NAME AND ADDRESS	INSURER A: INSURER'S NAME	
	INSURER B: INSURER'S NAME	
	INSURER C: INSURER'S NAME	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In US) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Employers liability includes coverage for W. Va. Code §23-4-2 (Mandolidis). Owner, Architect and Architect's Consultants are to be named as additional insureds. (Insert project's name and address)

CERTIFICATE HOLDER

CANCELLATION

STATE AGENCY'S NAME AND ADDRESS	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---------------------------------	---

ACORD™ CERTIFICATE OF PROPERTY INSURANCE DATE

PRODUCER INSURANCE AGENCY'S NAME AND ADDRESS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE COMPANY A INSURER'S NAME COMPANY B COMPANY C COMPANY D
INSURED CONTRACTOR'S NAME AND ADDRESS	

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

GO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP	\$ \$ \$ \$ \$ \$ \$
A	<input checked="" type="checkbox"/> INLAND MARINE TYPE OF POLICY Inst/Builder's Risk CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> OTHER <input type="checkbox"/> CRIME TYPE OF POLICY	(if applicable)			<input checked="" type="checkbox"/> BUILDING <input checked="" type="checkbox"/> TRANSIT <input checked="" type="checkbox"/> OFF-SITE <input type="checkbox"/> STORAGE	CONTRACT AMT. \$ 20% \$ 20% \$ \$ \$
	<input type="checkbox"/> BOILER & MACHINERY <input type="checkbox"/> OTHER					\$ \$

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

 PROJECT NAME AND ADDRESS

SPECIAL CONDITIONS/OTHER COVERAGES

 Owner is to be named as additional insured.

CERTIFICATE HOLDER STATE AGENCY'S NAME AND ADDRESS	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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Facilities Department

1201 Locust Avenue
Fairmont WV 26554

Phone: 304-367-4657 Fax: 304-367-4656

BID FORM

Project _____

RFB # _____

<p>CONTRACTOR ("BIDDER")</p> <p>Name _____</p> <p>Address _____</p> <p>City, State, Zip _____</p>	<p>Return Bid in sealed envelope, clearly marked on outside with Bid number and Bid Opening Date to:</p> <p style="text-align: center;">Fairmont State University Physical Plant 1201 Locust Avenue Fairmont WV 26554</p> <p>Bids will not be accepted after 2:00 pm EST</p>
West Virginia Code §5-22-1	
<p>The apparent low bidder on a contract valued at more than \$250,000 for the construction, alteration, decoration, painting, or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000 of work on the project including labor and materials. This information shall be provided to the Facilities Business Office within one business day of the opening of bids for review prior to the awarding of a construction contract. Failure to submit the subcontractor list within one business day after the deadline of submitting bids may result in disqualification of the bid. The list shall include the names of the bidders and the license number.</p>	
<p>Special Instructions: The bid/proposal process is highly controlled. To protect the integrity of the process, any questions or clarifications regarding the Request for Bid/Proposal must be handled through the Facilities Business Officer.</p>	
BASE BID INFORMATION	

The undersigned, herein called the Bidder, being familiar with and understanding the Bidding documents and also having examined the project site and being familiar with all local conditions affecting the Project, hereby proposes to furnish all labor, material, equipment, supplies, and transportation, and to perform all Work in accordance with the Bidding Documents within the time set forth therein, for the sum of:

BASE BID _____
Written Amount

BASE BID _____
Numerical (Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail)

Add Alternate 1: Painted Logos between courts.

ADD ALTERNATE 1 _____
Written Amount

ADD ALTERNATE 1 _____
Numerical (Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail)

Unit Cost 1: One- 4'x4' painted logo, one color

UNIT COST 1

_____ Written Amount

UNIT COST 1

_____ Numerical

(Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail)

Unit Cost 2: Crack Repair per Linear Foot

UNIT COST 2

_____ Written Amount

UNIT COST 2

_____ Numerical

(Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail)

Unit Cost 3: Spiderwed Crack Repair per Square Foot

UNIT COST 3

_____ Written Amount

UNIT COST 3

_____ Numerical

(Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail)

Unit Cost 4: Low Spot Leveling per Square Foot

UNIT COST 4

_____ Written Amount

UNIT COST 4

_____ Numerical

(Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail)

BID FORM

Project _____

RFB # _____

ADDENDA ACKNOWLEDGEMENT

Addenda Number	Date of Receipt	Indicate Receipt by Signature Below
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE

The undersigned offers and agrees to furnish all labor, materials, supplies, and services as specified in this Request

Firm/Company Name: _____

Phone Number _____

Fax Number _____

Email: _____

FEIN: _____

Printed Name of Authorized Signatory: _____

Title: _____

Bidder's West Virginia Contractor's License Number: _____

West Virginia Contractor's License MUST be issued in the exact name of Bidder and Bidder MUST be licensed at the time of submission of Bid.

Authorized Signatory: _____ Signed By (Must be in Ink)

_____ Date

****NOTE**** Bidder must submit with this Bid Form the following documents:

Bid Security Bid Bond for 5% of total base bid

Purchasing Affidavit Signed Original

Drug-Free Workplace Conformance Affidavit Signed & Notarized Original (Applicable to bids exceeding \$100,000)

Contractor's License Copy of Contractor's License

Fairmont State Tennis Court Resurfacing



Tennis Courts

Contractor Laydown/Parking



Firm Name and Address

Fairmont State Facilities
1201 Locust Ave.
Fairmont, WV 26554

Project Name and Address

Tennis Courts
Re-Surfacing

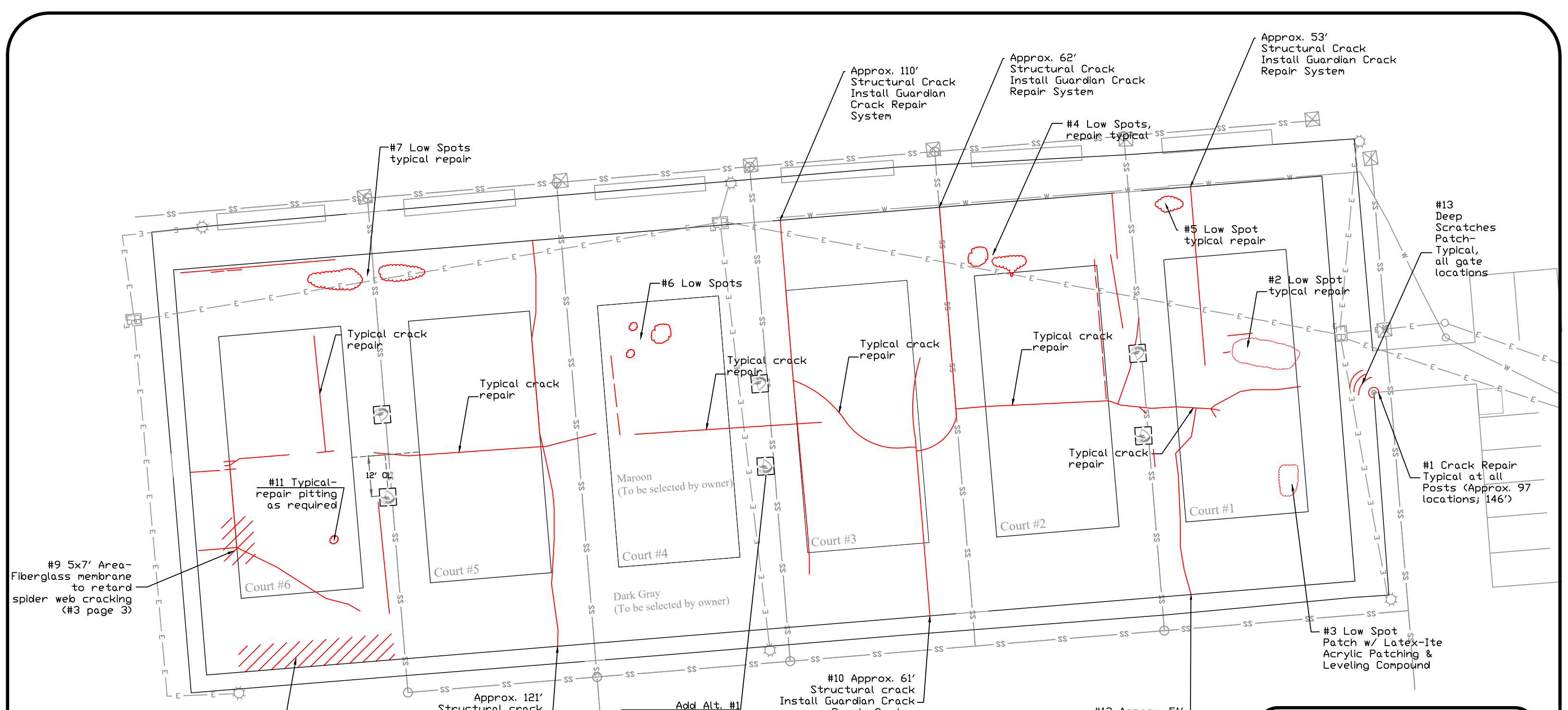
Drw. By Stephanie DeGroot

Date 04/03/2023

Scale NTS

Sheet

C



Approx. 53'
Structural Crack
Install Guardian Crack
Repair System

Approx. 110'
Structural Crack
Install Guardian
Crack Repair
System

Approx. 62'
Structural Crack
Install Guardian Crack
Repair System

#7 Low Spots
typical repair

#4 Low Spots,
repair typical

#5 Low Spot
typical repair

#13
Deep
Scratches
Patch-
Typical,
all gate
locations

#6 Low Spots

#2 Low Spot
typical repair

Typical crack
repair

Typical crack
repair

Typical crack
repair

Typical crack
repair

Typical crack
repair

Typical crack
repair

#11 Typical-
repair pitting
as required

12' dia

#9 5x7' Area-
Fiberglass membrane
to retard
spider web cracking
(#3 page 3)

Court #6

Court #5

Maroon
(To be selected by owner)

Court #4

Dark Gray
(To be selected by owner)

Court #3

Court #2

Court #1

#1 Crack Repair
Typical at all
Posts (Approx. 97
locations; 146')

#3 Low Spot
Patch w/ Latex-It
Acrylic Patching &
Leveling Compound

Approx. 121'
Structural crack
Install Guardian Crack
Repair System
Typical
(#4 page 3)

Add Alt. #1
White logo on
gray background
typical- 6 locations
Exact placement to
be confirmed with
Owner.

#10 Approx. 61'
Structural crack
Install Guardian Crack
Repair System
Typical

#12 Approx. 51'
Structural Crack
Install Guardian Crack
Repair System

Firm Name and Address
Fairmont State Facilities
1201 Locust Ave.
Fairmont, WV 26554

Project Name and Address
Tennis Courts
Re-Surfacing

Drw. By	Stephanie DeGroot	Sheet A1
Date	04/03/2023	
Scale	NTS	

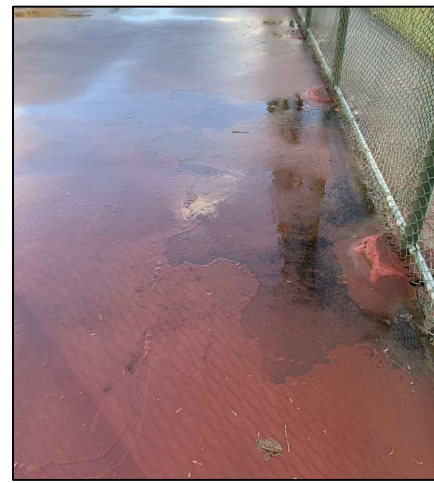




#1 Scratches from gate & crack repair typical around posts



#5 Repair low spots- bird bath.. Patch w/ Latex-Ite Acrylic Patching & Leveling Compound



#8 9x48' Area- Fiberglass membrane to retard spider web cracking & spalling



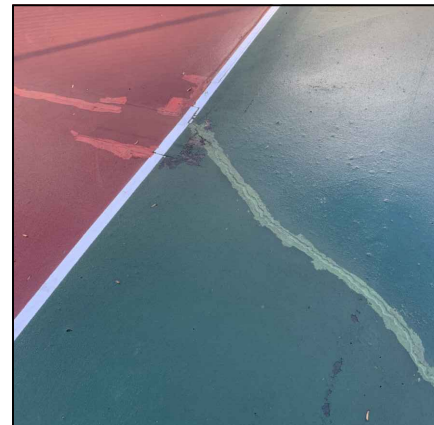
#13 Scratches from gate & crack repair typical around posts



#2 Repair low spots- ponding water. Patch w/ Latex-Ite Acrylic Patching & Leveling Compound



#6 Repair low spots- ponding water. Patch w/ Latex-Ite Acrylic Patching & Leveling Compound



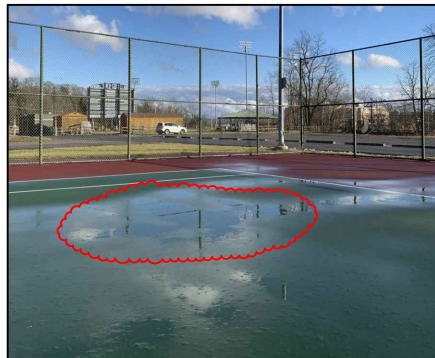
#9 5x7' Area- Fiberglass membrane to retard spider web cracking & spalling



#11 Typical- repair pitting throughout as required for resurfacing prep



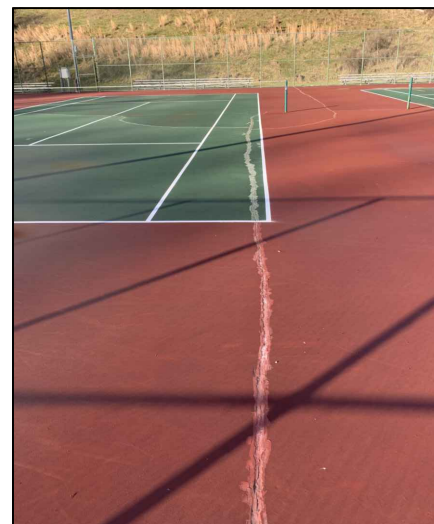
Typical- wear in surface Repair as required to prep for resurfacing.



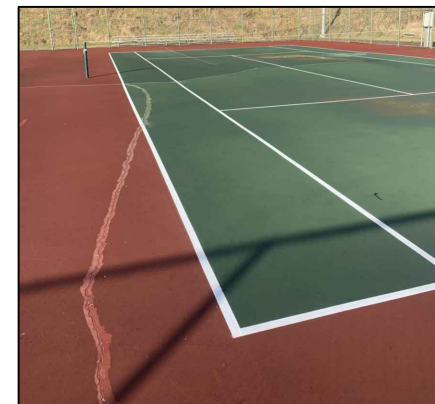
#3 Repair low spots- ponding water. Patch w/ Latex-Ite Acrylic Patching & Leveling Compound



#7 Repair low spots- ponding water. Patch w/ Latex-Ite Acrylic Patching & Leveling Compound



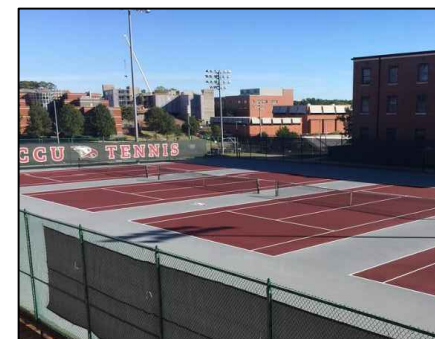
#10 Structural crack repair Install Guardian Crack Repair System



#12 Structural crack repair Install Guardian Crack Repair System



#4 Repair low spots- ponding water. Patch w/ Latex-Ite Acrylic Patching & Leveling Compound



Example- finish colors to be selected by Owner.

Approximate Quantities:

- 49,000 sq. ft.- total area
- 970 linear ft.- crack repair
- 146 linear ft. (97 posts)- crack repair at fence posts
- 470 sq. ft.- spider web crack repair
- 200 sq. ft.- level low spots (birdbath patching)

Striping to match existing, in compliance with NCAA.

Add Alt #1: 6 logos, see dwg for proposed location, 4x4' area each, 1 color, Fairmont State to supply stencil.

Proposed finish colors, see example photo & notes on dwg. Exact colors to be selected from color chart submittal by owner.

Firm Name and Address
 Fairmont State Facilities
 1201 Locust Ave.
 Fairmont, WV 26554

Project Name and Address
Tennis Courts
 Re-Surfacing Details

Drw. By	Stephanie DeGroot	Sheet A2
Date	04/03/2023	
Scale	NTS	

General Notes

1.1 Description

The Contractor is responsible for familiarity with pertinent codes, standards & NCAA regulations. Including but not limited to American Sports Builders Association, US Tennis Association, International Tennis Federation. It is the Contractor's responsibility to provide materials and workmanship that meets or exceeds all necessary code and/or standards. Material warranties (including 2 year for resurfacing) and 1 year workmanship warranty included.

1.2 Submittals

Submittals for all materials and finishes to be submitted electronically to Owner Representative. Except for color selection submittals- hard copies are required. Owner will select all finishes, based upon submittals of manufacturers color charts for approved materials. Bases of design, or equivalent to Fairmont State school colors- maroon, gray & white. A shop drawing of the court layout shall be submitted for final approval before finishes are applied.

1.3 Temporary Facilities

All utilities will be provided and paid for by the Owner so long as the privilege is not abused. Owner will allow use of the public restrooms adjacently located at the football field, so long as the privilege is not abused. Designated toilet rooms shall be maintained in a clean & sanitary condition by the Contractor. If issues arise or Contractor prefers, a portable unit can be placed in the Tennis Court parking lot. Location to be coordinated with Owner.

1.4 Job Site

Contractor shall install and maintain construction signs at all entrances to the L.O.C. The Contractor shall keep open and clear from obstructions, existing walkways and roadways at all times. Weekly cleaning of the site and access to the site shall be required or as necessary to maintain a clean, organized, and safe job site. Building permits shall be obtained and paid for by

the Contractor. Contractors will be provided parking passes (no cost) for Lot #8- gravel parking.

1.5 Qualifications

The Contractor shall be regularly engaged, for past 3 years, in application of tennis court surface color coating systems and repair similar to that specified.

Specifications

2.1 Ambient Conditions

Do not apply resurfacing system when air or surface temperatures are below 50 degrees during application or within 24 hours after application. Do not apply resurfacing system when rain is expected during application or within 24 hours after application.

2.2 Products

The Guardian Crack Repair System shall be used to repair most cracks. Latexite Crack and Leveling Compound, Latexite Acrylic Crack Filler, Latexite Acrylic Resurfacer, Latexite Color Combo, Latexite Color System, Latexite Line Paint. Fortress asphalt treated woven fiberglass fabric (or equal) to be used on necessary patches.

Color chart to be submitted to owner for selection. (Fairmont State colors- Maroon, Gray & White). Refer to attached product specifications for additional details. All products shall comply with specifications, be equal to or better. All products to be installed per manufacturer recommendations.

2.3 Execution

Examine asphalt tennis court surfaces to be resurfaced. All contractors are required to attend the mandatory pre-bid onsite to bid the project. Notify owner during question period of any conditions or concerns that would adversely affect application or

subsequent use. Do not begin surface preparation or application until unacceptable conditions are corrected.

2.4 Surface Preparation

Prepare surface per manufacturer instructions and as noted in the following. Protect adjacent surfaces, landscaping from damage. Remove dirt, dust, debris, oil, grease, vegetation, loose materials, and other surface contaminants which could adversely affect application. Pressure wash entire surface. Repair all cracks, depressions/low spots, and other surface defects in accordance with manufacturers instructions. Level depressions $\frac{1}{8}$ " and deeper with Latex-It acrylic patch & leveling compound. Apply 1-2 coats, as required by surface roughness and porosity to provide smooth underlayment for application of color coating. Ensure surface repairs are flush and smooth to adjoining surfaces.

2.5 Application

Apply all materials in accordance with manufacturer's instruction as indicated on the Drawings and discussed during the Pre-Bid site inspection. Apply 2 resurfacing coats on existing asphalt surfaces with extensive cracks or low spot repair.

2.6 Line Markings

Provide Owner line marking drawing submittal to review and approve before proceeding. Lay out line markings in accordance with USTA rules of tennis, NCAA. Apply line markings primer, after masking tape has been laid to prevent bleed-under when line paint is applied. Apply a minimum of 1 coat of line paint in accordance with manufacturer's recommendations. Color: White

2.7 Protection

Allow a minimum of 24 hours curing time before opening tennis court surface for play.

3.1 Payment

Bi-weekly progress billings are allowed. Fairmont State will ONLY pay for percent of work completed. To bill for stored materials, Contractor must provide an insurance certificate, as well as storage location, and photos of material as back up documentation. Owner reserves the right to visit the storage site prior to approving payment or deny payment for materials stored off site.

3.2 Schedule

Work shall commence immediately after the Spring 2023 term, as early as Monday May 8, 2023. Work shall be completed no later than August 1, 2023. The tennis courts must be reopened and fully operational for Athletic use no later than, Friday August 18, 2023.

ADD ALT #1

Add to scope: Contractor apply 6 painted Fairmont State Logos, 2 between each court. Roughly 4x4' each, one color. Fairmont State to provide logo stencil. Final placement & orientation to be coordinated onsite with Owner representative & Athletics representative.

UNIT COST

Cost for 1 4x4' FSU logo, one color
LF cost for crack repair
SF cost for spiderweb crack repair
SF cost for leveling low spots

Firm Name and Address

Fairmont State Facilities
1201 Locust Ave.
Fairmont, WV 26554

Project Name and Address

Tennis Courts
General Notes- Specifications

Drw. By Stephanie DeGroot

Date 04/06/2023

Scale NTS

Sheet

A3