

Request for Quote	 <p>Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2727</p>	Bid # R2501527
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Vendor:	For information call: Purchasing Contact: Phone: (304) 696-2727 Email: michelle.wheeler@marshall.edu purchasing@marshall.edu
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Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

DATE 1/6/2025	MANDATORY PRE-BID MEETING January 16, 2025 @ 2:00pm EST located at MUSCRAT Park, Equipment Building, 1035 Norway Ave, Huntington, WV 25705	DEPARTMENT REQUISITION NO. R2501527	BIDS OPEN: February 10, 2025 @ 3:00 PM EST at the following link: https://tinyurl.com/R2501527-CF4-Bid-Opening	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
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Item #	Quantity	Description	Unit Price	Extended Price
<p><u>Request for Quote</u></p> <p>Marshall University</p> <p>CF4 - Subterranean Testing Facility</p> <p>Marshall University, on behalf of the Board of Governors, invites sealed bids for CF4 - Subterranean Testing Facility per included specifications.</p> <p>All technical questions must be submitted in writing to Michelle Wheeler via email at bidquestions@marshall.edu by 9:00 a.m., EST on January 24, 2025.</p> <p>All bids must be submitted in accordance with the Bidding Documents issued by Marshall University's Office of Purchasing.</p>				
Total				

To the Office of Purchasing,
In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____
_____ within _____ days

FOB _____ After receipt of order at address shown
Terms _____

BOG 43

Bidder's Name _____
Signed By _____
Typed Name _____
Title _____
Email _____
Street Address _____
City/State Zip _____
Date _____ Phone _____
FEIN _____

INSTRUCTIONS TO VENDORS

1. REVIEW DOCUMENTS THOROUGHLY: Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked, could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of a Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

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

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

January 16, 2025 at 2:00 PM EST located at:

MUSCRAT Park, Equipment Building

1035 Norway Ave, Huntington, WV 25705

All Vendors submitting a written bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No person attending the pre-bid meeting may represent more than one (1) Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document attendance verification. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's e-mail address, phone number, and fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. **Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.**

INSTRUCTIONS TO VENDORS

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid meeting.

If possible, questions submitted at least five (5) business days prior to a scheduled pre-bid meeting will be discussed at the pre-bid meeting. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Marshall University Office of Purchasing as directed below. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submissions should include solicitation number in the subject line.

Question Submission Deadline (date and time): January 24, 2025 at 9:00 AM EST

Submit Questions to: Michelle Wheeler

Old Main 125

One John Marshall Drive

Huntington, WV 25755

Fax: (304) 696-3333 (Vendors should not use this fax number for bid submission)

Email: bidquestions@marshall.edu

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Marshall University Office of Purchasing is binding.
- 6. BID SUBMISSION:** All bids must be submitted electronically through Bonfire™ or signed and delivered by the Vendor to the Marshall University Office of Purchasing at the address listed above on or before the date and time of the bid opening. Any bid received by the Office of Purchasing staff is in the possession of the Office of Purchasing and will not be returned for any reason. The Office of Purchasing will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via Bonfire™, hand delivery, or delivery by courier.

INSTRUCTIONS TO VENDORS

A bid that is not submitted electronically through Bonfire™ should contain the information listed below on the face of the envelope or the bid may be rejected by the University.

SEALED BID: R2501527

CONTACT: Michelle Wheeler

SOLICITATION NAME: CF4 - Subterranean Testing Facility

SOLICITATION CLOSING DATE: February 10, 2025

SOLICITATION CLOSING TIME: 3:00 PM EST

- 7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by Bonfire™ (in the case of electronic submission), when the bid is delivered via mail or courier and time stamped by the official Marshall University Office of Purchasing's time clock or when the bid is delivered and is time stamped by the official Marshall University Office of Purchasing's time clock.

Bid Opening Date and Time: February 10, 2025 at 3:00 PM EST

Teams Link: <https://tinyurl.com/R2501527-CF4-Bid-Opening>

Bid Opening Location: Marshall University Office of Purchasing
Old Main 125

One John Marshall Drive

Huntington, WV 25755

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the University. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its written bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

INSTRUCTIONS TO VENDORS

- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or Vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the University at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, communication with Marshall University or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Marshall University Office of Purchasing, is strictly prohibited without prior Office of Purchasing approval for such communication.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the registration fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>. Please Note: Vendor Preference is not applicable to construction projects.
- 15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

INSTRUCTIONS TO VENDORS

- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES:** The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in Bonfire™ can be accessed and viewed by the University staff immediately upon bid opening. The University will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A Vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the University to print or electronically save documents provided that those documents are viewable by the University prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE:** The Chief Procurement Officer reserves the right to reject the bid of any Vendor as Non-Responsible in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, when the Chief Procurement Officer determines that the Vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.
- 20. NON-RESPONSIVE:** The Chief Procurement Officer reserves the right to reject the bid of any Vendor as Non-Responsive in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, when the Chief Procurement Officer determines that the Vendor submitting the bid does not conform to the mandatory or essential requirements contained in the solicitation.
- 21. ACCEPTANCE/REJECTION:** The University may accept or reject any bid in whole, or in part in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy.

INSTRUCTIONS TO VENDORS

- 22. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, §5-22-1 et seq., §5G-1-1 et seq., and the West Virginia Freedom of Information Act in W. Va. Code § 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET (S), OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Marshall University Office of Purchasing constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The University may disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. and subject to W. Va. Code 29B-1-4(a) (1). All submissions are subject to public disclosure without notice.

- 23. PURCHASING AFFIDAVIT:** The University is prohibited from awarding a contract to any bidder that owes a debt to the State or political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Marshall University Office of Purchasing affirming under oath that it is not in default on any monetary obligation owed to the State or a political subdivision of the State.

<http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>

- 24. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-4 requires that the vendor submit to the Marshall University Office of Purchasing a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

http://www.state.wv.us/admin/purchase/VRC/Ethics_DisclosureInterestedParties_2018.pdf

- 25. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Chief Procurement Officer reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under Marshall University Board of Governors Policy No. FA-9 Purchasing Policy. This authority does not apply to instances where state law mandates receipt with the bid.

MARSHALL UNIVERSITY

GENERAL TERMS AND CONDITIONS

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document constitutes acceptance of this contract (the Contract) made by and between Marshall University (University or Marshall) and the Vendor. Vendor's signature to the Contract signifies Vendor's agreement to be bound by and accept the terms and conditions contained in the Contract. Therefore, the parties agree that the following contractual terms and conditions are dominant over any competing terms made a part of the Contract. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THESE GENERAL TERMS AND CONDITIONS, THESE GENERAL TERMS AND CONDITIONS SHALL CONTROL**

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications, if applicable, included with the Solicitation/Contract.

2.1 "Award Document" means the document that identifies the Vendor as the Contract holder when signed by the Vendor and Marshall University's Office of Purchasing and, when necessary, approved as to form by the Attorney General.

2.2 "Bid" or "Proposal" means the Vendor's verbal bid or written bid provided in response to a solicitation by the University.

2.3 "Board" means the Governing Board of Marshall University.

2.4 "Buyer" means an individual designated by a Chief Procurement Officer to perform designated purchasing and acquisition functions as authorized by the Chief Procurement Officer.

2.5 "Chief Procurement Officer" means the individual designated by the President of Marshall University to manage, oversee and direct the purchasing and acquisition of supplies, equipment, services, and printing for the University.

2.6 "Contract" means the binding agreement that is entered between the University and the Vendor to provide requested goods and/or services requested in the Solicitation.

2.7 "Governing Board" means the Marshall University Board of Governors as provided for in the West Virginia state code.

2.8 "Higher Education Institution" means an institution as defined by Sections 401(f), (g) and (h) of the federal Higher Education Facilities Act of 1963, as amended.

2.9 "Office of Purchasing" means the section within Marshall University headed by the Chief Procurement Officer and its personnel.

Revised: 10/12/21

2.10 "Purchasing Card" or "P-Card" means The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.

2.11 "Responsible Bidder" and "Responsible Vendor" mean a person and/or vendor who have the capability in all respects to perform contract requirements, and the integrity and reliability which will assure good faith performance.

2.12 "Responsive Bidder" and "Responsive Vendor" mean a person and/or a vendor who has submitted a bid which conforms in all material respects to the invitation to bid.

2.13 "Solicitation" means the notice of an opportunity to supply the University with goods and services.

2.14 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, departments or divisions as context requires.

2.15 "University" means Marshall University or Marshall.

2.16 "Vendor" or "Vendors" means any entity providing either a verbal or written bid in response to the solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

2.17 "Will", "Shall" and "Must" identifies a mandatory item or requirement that concludes the duty, obligation or requirement imposed is mandatory, as opposed to being directory or permissive.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below:

Term Contract

Initial Contract Term: The Contract becomes effective on _____
_____ and extends for a period of _____ year(s).

Renewal Term: The Contract may be renewed upon the mutual written consent of the University and the Vendor. Any request for renewal should be submitted to the University thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of the Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of the Contract is prohibited.

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Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

Fixed Period Contract: The Contract becomes effective upon Vendor’s receipt of the notice to proceed and must be completed within _____.

Fixed Period Contract with Renewals: The Contract becomes effective upon Vendor’s receipt of the notice to proceed and part of the Contract must be completed within _____ days. Upon completion, the Vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ successive one-year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total.

One-Time Purchase: The term of the Contract shall run from the issuance of the Award Document until all the goods contracted for have been delivered, but in no event, will the Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of the Contract immediately upon receiving notice to proceed unless otherwise instructed by the University. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below.

Open End Contract: Quantities stated in the solicitation are approximations only, based on estimates supplied by the University. It is understood and agreed that the Contract shall cover the quantities ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

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- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One-Time Purchase:** The Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under the Contract without an appropriate change order approved by the Vendor, University, and/or when necessary, the Attorney General's office.

6. EMERGENCY PURCHASES: The Chief Procurement Officer may suspend the use of a university wide mandatory contract (the University's Office of Purchasing has created standard specifications that are establish University wide contracts for commonly used commodities and services that are needed on a repetitive basis), or the competitive bidding process to allow a Department to purchase goods or services in the open market if for immediate or expedited delivery in an emergency.

Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work, provided that a required University emergency purchase with another vendor does not cause a breach of contract.

7. REQUIRED DOCUMENTS: All the items checked below must be provided to the University by the Vendor as specified below.

- BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.
- MAINTENANCE BOND:** The successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and received by the Marshall University Office of Purchasing Office prior to Contract award.
- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the University.

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INSERT ADDITIONAL CONDITIONS BELOW:

Please include Contractor's License, Certificate of Insurance (COI), Purchasing Affidavit, Drug Free Workplace Certificate, Criteria for Selection of Lowest Qualified Bidder, and W-9 with your bid.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications prior to Contract award regardless whether that requirement is listed above.

8. INSURANCE: The Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the University with proof that the insurance mandated herein has been continued. Vendor must also provide with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of the contract. The Vendor shall also furnish proof of any additional insurance requirements prior to the Contract award regardless of whether that insurance requirement is listed in this section.

Any provisions requiring the University to maintain any type of insurance for either of its or the Vendors benefit is deleted.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence and an aggregate of \$3,000,000.00.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence and an aggregate of \$3,000,000.00.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$1,000,000.00 per occurrence and an aggregate of \$3,000,000.00.

Commercial Crime and Third-Party Fidelity Insurance in an amount of: _____ per occurrence and an aggregate of _____.

Cyber Liability Insurance in an amount of: _____ per occurrence and an aggregate of _____. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in performance of the Contract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy must include PCI (Payment Card Industry Data Security Standard) coverage / compliant coverage.

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Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.
_____ per occurrence and an aggregate of _____.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the University's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

11. ACCEPTANCE: Vendor's signature on the certification and signature page, constitutes an offer to the University that cannot be unilaterally withdrawn, signifies that the product or service proposed by Vendor meets the mandatory requirements for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions unless otherwise indicated.

12. STATUTE OF LIMITATIONS - Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

13. PRICING/BEST PRICE GUARANTEE: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation by the University. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the University and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

15. PAYMENT METHODS: The Vendor must accept payment by electronic funds transfer or P-Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's P-Card or by electronic funds transfer as payment for all goods and services for the reason(s) stated below:

Construction Projects not eligible for Pcard payment.

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16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract. Any references contained in the Contract, Vendor's bid, or in any American Institute of Architects documents obligating the University to pay to compensate Vendor, in whole or in part, for lost profit, pay a termination fee, pay liquidated damages if the Contract is terminated early, seeking to accelerate payments in the event of Contract termination, default, or non-funding, costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is hereby deleted. Any language imposing and interest or charges due to late payment is deleted.

17. FEES OR COSTS: Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

18. RISK SHIFTING: Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

19. LIMITING LIABILITY: Any language limiting the Vendor's liability for direct damages is deleted.

20. TAXES: The Vendor shall pay any applicable sales, use, personal property or other taxes arising out of the Contract and the transactions contemplated hereby. The University is exempt from federal and state taxes and will not pay or reimburse such taxes. The University will, upon request, provide a tax-exempt certificate to confirm its tax-exempt status.

21. FISCAL YEAR FUNDING: The Contract shall continue for the term stated herein, contingent upon funds being appropriated by the WV Legislature or otherwise being made available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the University may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

22. CANCELLATION/RIGHT TO TERMINATE: The University reserves the right to cancel/terminate the Contract immediately upon written notice to the Vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The University may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor. In the event of early cancellation, the University agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are delete that seek to require the State to (1) compensate Vendor, in whole or in part, for loss profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

In the event that a vendor fails to honor any contractual term or condition, the Chief Procurement Officer may cancel the contract and re-award the contract to the next lowest responsible and responsive bidder in accordance with the Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, section 7.4.1

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Any language seeking to accelerate payments in the event of Contract termination, default or non-funding is hereby deleted.

23. RIGHT OF FIRST REFUSAL Any language seeking to give the Vendor a Right of First Refusal is hereby deleted.

24. DISPUTES – Any language binding the University to any arbitration or to the decision of any arbitration board, commission, panel, or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the University shall be brought in the West Virginia Legislative Claims Commission. Other causes of action must be brought in the West Virginia Court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

25. TIME: Time is of the essence with regard to all matters of time and performance in the Contract.

26. DELIVERY -All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.

27. APPLICABLE LAW: The Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, W. Va. Code or Marshall University Board of Governors Policy No. FA-9 Purchasing Policy is void and of no effect. Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia

28. COMPLIANCE WITH GOVERNING LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

29. ARBITRATION: Any references made to arbitration contained in the Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to the Contract are hereby deleted, void, and of no effect.

30. MODIFICATIONS: Notwithstanding anything contained in the Contract to the contrary, no modification of the Contract shall be binding without mutual written consent of the University, and the Vendor.

31. AMENDMENTS - The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

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32. NO WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of the Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

Any provisions requiring the University to waive any rights, claims or defenses is hereby deleted.

33. SUBSEQUENT FORMS: The terms and conditions contained in the Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the University such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

34. ASSIGNMENT: Neither the Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the University and any other government or office that may be required to approve such assignments.

The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

35. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by the Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the University; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

36. UNIVERSITY EMPLOYEES: University employees are not permitted to utilize the Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

37. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the University, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the University's policies, procedures, and rules.

Proposals are NOT to be marked as confidential or proprietary Any Provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W.Va. Code §29B-1-1, et. seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the University's sole discretion. The University shall not be liable in any way for disclosure of any such records

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Any provisions regarding confidentiality of or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

38. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §18B-5-4 and the Freedom of Information Act in W.Va. Code Chapter 29B.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL,
CONTAINING A TRADE SECRET(S), OR IS OTHERWISE NOT SUBJECT TO
PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Marshall University Office of Purchasing constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document.

39. LICENSING: Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local University of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state University or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the University to verify that the Vendor is licensed and in good standing with the above entities.

40. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Marshall University, the Vendor agrees to convey, sell, assign, or transfer to the University all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by Marshall University. Such assignment shall be made and become effective at the time the University tenders the initial payment to Vendor.

41. THIRD-PARTY SOFTWARE: If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.

42. RIGHT TO REPOSSESSION NOTICE: Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into the Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that the Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity

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that could be considered a violation of law; and (4) that it has reviewed the Contract in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the University. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with the all State agencies as required.

44. VENDOR RELATIONSHIP: The relationship of the Vendor to the University shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the University for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and University with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

45. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the University, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage, and hour laws.

46. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §18B-5-5 and §5A-3-18 the University is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Marshall University Office of Purchasing affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

47. WEST VIRGINIA DRUG-FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Alcohol and Drug-Free Workplace Act requires public improvement contractors to have and implement a drug-free workplace policy that requires drug and alcohol testing. This act is applicable to any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract for which the value of contract is over \$100,000. No public authority may award a public improvement contract which is to be let to bid to a contractor unless the terms of the contract require the

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contractor and its subcontractors to implement and maintain a written drug-free workplace policy and the contractor and its subcontractors provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy.

48. DISCLOSURE OF INTERESTED PARTIES A state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1,000,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract.

49. CONFLICT OF INTEREST: Vendor, its officers, members, or employees shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the University.

50. MARSHALL UNIVERSITY'S INFORMATION TECHNOLOGY SERVICES AND SUPPORT DEPARTMENT (IT) FEES: If a vendor requires services through the Marshall University's IT Department, they must reimburse the University at the IT Rate Schedule which is located at: <https://www.marshall.edu/it/rates/>.

51. PUBLICITY: Vendor shall not, in any way or in any form, publicize or advertise the fact that Vendor is supplying goods or services to the University without the express written consent of the Marshall University Communications Department. Requests should be sent to ucomm@marshall.edu.

52. UNIVERSITY MARKS: Vendor shall not, in any way or in any form use the University's trademarks or other intellectual property without the express written consent of the Marshall University Communications Department. Requests should be sent to ucomm@marshall.edu.

53. INTELLECTUAL PROPERTY: The University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising out of the agreement, and Vendor will execute any assignments of other documents necessary for the University to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such intellectual property terms to apply to subcontractors.

54. FERPA: Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 ("FERPA). To the extent that Vendor receives personally identifiable information from education records as defined in (FERPA), Vendor agrees to abide by the limitations on re-disclosure set forth in which states that the officers, employees and agents of a party that receives education record information from Marshall may use the information, but only for the purposes for which the disclosure was made.

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55. REPORTS: Vendor shall provide the University with the following reports identified by a checked box below:

- Such reports as the University may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by University, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by University.

56. PREFERENCE FOR THE USE OF DOMESTIC STEEL PRODUCTS IN STATE CONTRACT PROJECTS: Pursuant to W.Va. Code §5A-3-56, (a)(1) Except when authorized pursuant to the provisions of subsection (b) of this section, no contractor may use or supply steel products for a state contract project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W.Va. Code §5A-3-56. As used in this section (2):

(A) "State contract project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of any materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after the effective date of this section on or after June 6, 2001.

(B) "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, bessemer or other steel making process.

(b) Notwithstanding any provision of subsection (a) of this section to the contrary, the Director of the West Virginia Department of Administration, Purchasing Division ("Director of the Purchasing Division") may, in writing, authorize the use of foreign steel products if:

(1) The cost for each contract item used does not exceed one tenth of one percent of the total contract cost or \$2,500, whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

(2) The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

57. PREFERENCE FOR DOMESTIC ALUMINUM, GLASS AND STEEL PRODUCTS:

In Accordance with W. Va. Code § 5-19-1 et seq.,

(a) Every state spending unit, as defined in chapter five-a, shall require that every contract or subcontract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works contain a provision that, if any aluminum, glass or steel products are to be supplied in the performance of the contract, or subcontract, only domestic aluminum, glass or steel products shall be supplied unless the spending officer, as defined in chapter five-a, determines, in writing, after the receipt of offers or bids, that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest or that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements: Provided,

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That this article applies to any public works contract awarded in an amount more than \$50,000, and with regard to steel only, this article applies to any public works contract awarded in an amount more than \$50,000 or requiring more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: W. Va. Code § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Application for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Marshall University Office of Purchasing shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code § 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code §21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the Marshall University Office of Purchasing. For contracts of \$25,000 or less, the public authority shall be the Department issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of W. Va. Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code §21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with W. Va. Code § 22- 29-4, all new building construction projects of public agencies shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to W.Va. Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

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

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

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

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

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

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

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

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

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

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

The work performed under this contract is federally funded in whole, or in part. Pursuant to the Davis-Bacon Act _____, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Marshall University Office of Purchasing within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Marshall University Office of Purchasing shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Marshall University Office of Purchasing’s request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11- 1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

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b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

**ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)**

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Marshall University Office of Purchasing buyer by the Agency. The Marshall University Office of Purchasing buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Marshall University Office of Purchasing at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with

Revised: 7/15/21

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to the Contract.

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number)

(Fax Number)

(Email Address)

CERTIFICATION AND SIGNATURE: By signing below, I certify that I have reviewed this Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that the product or service proposed meets the mandatory requirements contained in the Contract for that product or service, unless otherwise stated herein; that the Vendor expressly accepts the terms and conditions contained in the Contract; **that Vendor understands and acknowledges that the terms and conditions contained in this contract take precedence over and any terms and conditions that Vendor seeks to be made a part of this contract (regardless of when the terms and conditions become effective) to the extent there is a conflict;** that I am authorized by the Vendor to execute and submit this Contract or any documents related thereto on Vendor's behalf; that I am authorized to bind the Vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has/will properly register with the WV Purchasing Division and Marshall University.

(Company)

(Authorized Signature)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number)

(Fax Number)

Revised: 7/15/21

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: R2501527

(If Applicable) Marshall University

CF4 - Subterranean Testing Facility

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company

Authorized Signature

Date

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

Revised: 7/15/21



REQUEST FOR QUOTE
Marshall University
CF4 - Subterranean Testing Facility
(items being sought for one-time purchase)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The Marshall University Office of Purchasing is soliciting bids on behalf of the Marshall University Department of Civil Engineering to establish a contract for the one-time purchase of construction of a subterranean testing facility (CF4).
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “**Contract Item**” means completed subterranean testing facility as more fully described by these specifications.
 - 2.2 “**Pricing Page**” means the pages, contained in Bonfire, or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items
 - 2.3 “**Solicitation**” means the official notice of an opportunity to supply the State with goods or services that is published by the Marshall University Office of Purchasing.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed in the attached Exhibit A - MU CF4 Specifications document.
4. **CONTRACT AWARD:**
 - 4.1 **Contract Award:** The Contract is intended to provide the Department with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
 - 4.2 **Pricing Page:** Vendor should complete the Pricing Page by per line item delivered to Marshall University Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor’s bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.



REQUEST FOR QUOTE
Marshall University
CF4 - Subterranean Testing Facility
(items being sought for one-time purchase)

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of Marshall University.

6. CONSTRUCTION:

6.1 Vendor shall construct the facility after being awarded this Contract and receiving a purchase order or notice to proceed.

6.2 Vendor shall begin construction within thirty (30) working days after receiving a purchase order or notice to proceed. Construction site located at:

**Marshall University
MUSCRAT
UNIVERSITY HEIGHTS
1044 Norway Ave
Huntington, WV 25705**

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Department upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

Exhibit A

MU CF4 Specifications

SPECIFICATIONS

Table of Contents

<u>Section</u>	<u>Specification</u>
1	Mobilization, Demobilization and Construction Layout
2	Clearing and Grubbing
3	Stone Surfacing Material
4	Storm Sewer Installation
5	Subterranean Research Facility Excavation

<u>Attachment</u>	<u>Description</u>
A	Report of Geotechnical Exploration
B	WVDNR OLS Right of Entry & Fish Spawning Waiver
C	USACE NWP No. 33 Verification

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1.0 MOBILIZATION, DEMOBILIZATION AND CONSTRUCTION LAYOUT

1.1 DESCRIPTION

1.1.1 Mobilization and Demobilization

The work consists of the mobilization and demobilization of the contractor's forces and equipment necessary for performing the work required under the contract. It does not include mobilization and demobilization for specific items of work for which payment is provided elsewhere in the contract. Mobilization will not be considered as work in fulfilling the contract requirements for commencement of work.

1.1.2 Construction Layout

This work shall consist of furnishing all materials, equipment, labor, and incidentals necessary to perform this work. The work shall include, but not be limited to, the placing, replacing and maintaining of the construction layout stakes, primary control points, baseline stationing, and property location monuments. This item will also require determining the exact units of measure for payment and checking, and also making any field adjustments to the plan grades and elevations and line lengths that may be necessary due to any variation in topography or compaction of the inconsistent materials encountered on the project.

Materials shall include all conventional survey stakes, flagging, drafting media, etc.

1.2 APPLICATION

1.2.1 Mobilization and Demobilization

Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, permits and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site; premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable; and other items as approved by the owner's representative.

The Contractor shall obtain and comply with all required permits. A copy of the permits shall be provided to the OWNER.

Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the

contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract.

1.2.2 Construction Layout

The ENGINEER has established a benchmark (#10023) and control points (See Sheet C-01) on the drawings for the purpose of general layout of the work.

The CONTRACTOR shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the ENGINEER may require to meet changed conditions or as a result of necessary modifications to the contract work.

The CONTRACTOR shall exercise care in preserving the original survey monuments and shall have the monuments reset, at no additional expense to the OWNER, when any are damaged, lost, displaced, or removed. The CONTRACTOR shall use the primary control points for re-establishing the baseline stations, if applicable, wherever previously surveyed stations have been destroyed or removed. At a minimum, the CONTRACTOR shall confirm the location of existing baseline stations by field survey of each station's relationship to a suitable primary control point. Should any discrepancies be found, primary control points shall supersede any existing baseline stations.

The CONTRACTOR shall submit to the OWNER such a schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the OWNER may request concerning the work performed or to be performed under this contract.

The CONTRACTOR shall provide the OWNER existing ground line cross sections and notes for acceptance prior to any shaft activities and as-builts as soon as practical after the completion of construction. As-builts shall be provided to OWNER on clean black line set of drawings prior to issuance of final progress pay estimate. Station numbers, offset distances, elevations (where applicable), and types of the shaft, dates, responsible parties, and a legend shall be clearly illustrated.

All survey notes, calculations, cross sections, plans, or other documents produced pursuant hereto shall be certified as correct by the CONTRACTOR prior to submittal.

1.3 METHOD OF MEASUREMENT

The measurements for the units under this item are determined in the Estimated Quantities Table.

1.4 BASIS FOR PAYMENT

Payment for work performed under this item shall be paid per unit price of the bid items as listed in the Estimated Quantities Table. Payment shall be compensated for furnishing all the materials and performing all the work prescribed in an acceptable manner, including all labor, tools, equipment, supplies, and incidentals necessary to complete the work.

2.0 CLEARING AND GRUBBING

2.1 DESCRIPTION

Work under this item shall include all labor, material and equipment to perform all clearing and grubbing as shown on the plans and as specified herein.

2.2 MATERIAL

None.

2.3 CONSTRUCTION METHODS

In areas designated for surface improvements within the project area, all vegetation, trash, debris, stumps and other foreign matter shall be removed and disposed of by the CONTRACTOR in an area approved by the OWNER.

2.3.1 Clearing

The limits of clearing shown on the adopted plans shall be within the Limits of Disturbance (LOD). Disturbance beyond the LOD shall not occur without prior approval from the OWNER. The CONTRACTOR is not permitted to work outside of the Leased Boundary Line.

2.3.2 Grubbing

The limits of grubbing shall coincide with the LOD.

The CONTRACTOR shall remove all stumps, roots over four (4) inches in diameter, and matted roots within the LOD to the depths shown on the plans for the access road, pad and walk.

2.3.3 Disposal

Burning of materials on the site will not be permitted. The CONTRACTOR shall remove material from the site daily as it accumulates. Should the CONTRACTOR elect to continue work beyond normal working hours, material to be removed shall not be allowed to accumulate for more than 48 hours. Trees or shrubs not designated to remain shall be cut and removed. Material removed shall be disposed of at a site approved by the OWNER.

2.4 METHOD OF MEASUREMENT

The measurements for the units under this item are determined in the Estimated Quantities Table.

2.5 BASIS FOR PAYMENT

Payment for work performed under this item shall be paid per unit price of the bid items as listed in the Estimated Quantities Table. Payment shall be compensated for furnishing all the materials and performing all the work prescribed in an acceptable manner, including all labor, tools, equipment, supplies, and incidentals necessary to complete the work.

3.0 STONE SURFACING MATERIAL

3.1 DESCRIPTION

Under this item, the CONTRACTOR shall furnish, deliver, distribute and compact stone material as shown on the plans for the Access Road, Pad and Walk or as directed by the OWNER.

3.2 MATERIALS

Stone or aggregate for the Pad shall be of a grade that meets the West Virginia Department of Highways specifications for the various applications requiring crushed aggregate or stone surfacing materials. The minimum total thickness of five (5) inches is required.

Stone surfaced areas disturbed by construction operations and used for off-street parking and maintained by private residents shall be resurfaced with stone of the type and gradation of that removed from the area.

The separation fabric shall be Mirafi 600X geotextile fabric or equal.

3.3 INSTALLATION

- A. The CONTRACTOR shall distribute the stone material evenly over the area to be covered and then compact the stone with a roller or hand tamper.
- B. Thickness of the stone material on the Access Road, Pad and Walk shall be a minimum as shown on the drawings.
- C. The separation fabric shall be placed between the stone and subgrade.
- D. After the initial stone material is placed, any additional materials placed because of settlement shall be placed at the CONTRACTOR'S expense.

3.4 METHOD OF MEASUREMENT

The measurements for the units under this item are determined in the Estimated Quantities Table.

3.5 BASIS FOR PAYMENT

Payment for work performed under this item shall be paid per unit price of the bid items as listed in the Estimated Quantities Table. Payment shall be compensated for furnishing all the materials and performing all the work prescribed in an acceptable manner, including all labor, tools, equipment, supplies, and incidentals

necessary to complete the work.

4.0 STORM SEWER INSTALLATION

4.1 DESCRIPTION

This work shall consist of the construction of storm sewer pipe within the existing streambed in accordance with detail shown on Sheet C-06 and in reasonably close conformity with the lines, grades, dimensions, and locations shown on the plans.

4.2 METHOD OF MEASUREMENT

The measurements for the units under this item are determined in the Estimated Quantities Table.

4.3 BASIS FOR PAYMENT

Payment for work performed under this item shall be paid per unit price of the bid items as listed in the Estimated Quantities Table. Payment shall be compensated for furnishing all the materials and performing all the work prescribed in an acceptable manner, including all labor, tools, equipment, supplies, and incidentals necessary to complete the work.

5.0 SUBTERRANEAN RESEARCH FACILITY EXCAVATION

5.1 GENERAL

5.1.1 Summary

- A. The Work, in general, consists of the following:
1. The intent of this project is to construct a simulated abandoned mine for research to test various field locating methodologies.
 2. The subterranean research facility will consist of a main “LEG A” mine shaft, a secondary “LEG B” emergency egress / ventilation shaft, and an access portal for each leg.
 3. The “LEG A” main shaft will be 323 LF from access portal to end. The main shaft can be constructed via hand-mining or a bored excavation.
 - a. Hand-Mining: The dimensions are 6'-0" high (minimum clearance) by 4'-8" wide (minimum clearance), supported with 8"x8" timber sets, as needed based on field conditions. The minimum clearance at the locations of the timber is 4'-8".
 - b. Bored Shaft: The minimum excavated dimension for a bored shaft is 6'-0" diameter. Once excavated, the casing shall be removed. As the casing is removed, shotcrete shall be applied to stabilize and support the shaft as necessary.
 - c. An allowance line item of \$200,000.00 is included with LEG A for support of the shaft that may be required. This ALLOWANCE FOR LEG A SUPPORT will be used as a contingency budget to pay for the costs of timber sets for the hand-mined shaft or for the costs associated with shotcrete lining of the bored shaft. This item would be paid for as outlined in Section 5.5 of this specification.
 4. The secondary “LEG B”, shaft consists of a 340 LF long horizontal bored 36" diameter shaft. The minimum excavated dimension for the bored shaft is 36" diameter. Once excavated, the casing shall be pulled. After the casing is removed, HDPE pipe (36" Nominal IPS) shall

be installed to support the shaft. The HDPE pipe shall be extended to daylight (cut and cover) as shown on the plans. The shaft shall intersect with "LEG A" as shown on the plans.

- a. Individual pieces of HDPE piping shall be joined together by butt fusion per ASTM F2620. The CONTRACTOR shall ensure and certify that persons making heat fusion joints have received up-to-date training in the manufacturer's recommended procedure prior to performing the work.
5. The access portal on the "LEG A" main shaft is anticipated to be excavated from the surface until full face rock is encountered. A culvert headwall / retaining wall shall be constructed to provide adequate stability to the shaft entrance and slope retainage to support the final grading. The Contractor shall be responsible for the design of the headwall. The final dimensions can be adjusted as required, but the design shall conform to the requirements of the West Virginia Department of Transportation Division of Highways Standard Detail DR2 for Pipe Culvert Wingwalls.
 6. A 7' x 7' wooden fence gate shall be installed to secure the opening to the main "LEG A" shaft, per the detail on the plans. A 4' x 4' wooden fence gate shall be installed to secure the opening to the "LEG B" shaft, per the detail on the plans, along with a pipe cap.
 7. Permanent support of excavation and final shaft support systems shall be non-metallic. Timber, lumber, cementitious grout, cementitious shotcrete, GRP/FRP rock bolts, etc. are all acceptable and can be left in place permanently. Metallic fasteners are acceptable.
- B. Provide all labor, materials, and equipment necessary for the facility excavation.
 - C. Contractor shall provide all engineering for the design of initial / final support systems for the shaft.
 1. Hand-mining: Timber sets consisting of 8" x 8" treated lumber shall be used as required to maintain a safe, supported shaft. Side lagging shall be utilized as needed to support the sidewalls from blocky rock falling into the

excavated shaft. A minimum of 2'x2' open, uncovered rock every 45 LF along the shaft shall be accommodated. These openings shall be provided on the floor, walls, and ceiling of the shaft. This work shall be covered by the timber set allowance item.

2. Bored shaft: Bored excavation shall utilize a steel casing pipe for the excavation stage, and shotcrete support for the final support. Shotcrete shall provide for a minimum of 2'x2' open, uncovered rock every 45 LF along the shaft (7 minimum). These openings shall be provided on the bottom, sides, and top of the shaft. Partial circumferential coverage may be acceptable pending the contractor's design and submittal verification.
 3. As noted above, the ALLOWANCE FOR LEG A SUPPORT will be used as a contingency budget to pay for the support system utilized in the LEG A shaft as outlined in Section 5.5.
- D. No blasting is permitted. Accelerants are permitted to fracture rock.

5.1.2 REFERENCES

- A. Reference Standards:
1. OSHA, 29 CFR Part 1926, Safety and Health Regulations for Construction
 2. National Fire Protection Association (NFPA)
 - a. NFPA 70, National Electrical Code (NEC)
 - b. NFPA 79, Electrical Standards for Industrial Machinery

5.1.3 SUBMITTALS

- A. Submittals are required for all of the materials and equipment necessary for shaft excavation.
- B. Submittals are required for all permanent mechanical components associated with the project. (Fence gates, , end cap, etc.)

- C. A copy of this Section, with any addendum updates included, and all referenced and applicable Sections, with each paragraph check-marked to indicate compliance or marked to indicate requested deviations.
- D. Qualifications: Resumes of the following personnel demonstrating that the requirements of Paragraph 5.1.4.B. herein have been met:
 - 1. Superintendent
 - 2. Surveyor
 - 3. Shaft Excavation Engineer
- E. Excavation Work Plans as outlined in Paragraph 5.3.1.A of this Section.
- F. Design Calculations, Drawings and Product Data: Prepare and submit detailed Shop Drawings, descriptions, data, specifications, schedules, calculations, and other pertinent information for all items to be incorporated into the Work.
- G. Certifications that all materials, testing, and equipment used in the CONTRACTOR's work conform with the design requirements of the CONTRACTOR's working drawings, calculations, and Work Plan.
- H. Submit the following shaft excavation system details:
 - 1. The details of shaft and shaft lighting, ventilation systems (temporary), gas monitoring, shaft safety provisions, communications, emergency evacuation procedures, and electrical systems specified in OSHA regulatory requirements for safety. Provide details of air quality monitoring.
 - 2. The survey methods and procedures proposed for alignment and grade control.
- I. Reports and Records:

Prepare a General Shift Report of the shaft excavation work for each shift worked and provide the OWNER with one copy of the shift report on the following workday. The following information shall be included in these reports:

1. Time and location of shaft face(s) by station or shaft bench elevations at start and end of each work shift.
 2. Method(s) of shaft excavation utilized, and their associated location limits.
 3. Type, quantity, and location of initial support installed.
 4. Initial support system measurements, including records of any observed deformation.
 5. Survey records of shaft excavation including the offset from design line-and-grade, including corrective action for line and grade deviations.
 6. Description of the ground, its behavior, shaft face mapping sketch, and notes regarding occurrences such as work stoppages, delays, and equipment malfunction, including the station or location and time of each occurrence.
 7. Documentation of groundwater inflows encountered, and water control measures implemented.
 8. Location of gas inflows, including recorded gas levels, and action undertaken, if any.
 9. Location of grouting performed, volume of grout pumped, weight of dry cement used, and visually observed effectiveness of grout. Include linear feet of rock drilled for grouting purposes.
 10. Location and length of test holes and location, length, and drilling angle of exploratory test holes.
 11. Crew size and employee classification.
 12. Downtime and causes of downtime.
- J. Design Calculations and Procedures:
1. Prior to beginning of work, submit detailed procedures, including design calculations and working drawings for review by the ENGINEER, indicating proposed methods of excavation and support.

2. Proposed procedures shall provide for immediate and adequate support of rock and adjacent structures and other facilities.

K. Working Drawings:

Prepare and submit working drawings, product data sheets, technical specifications, schedules, and other pertinent information associated with the shaft construction.

Information shall include, but not be limited to:

Temporary and permanent ventilation systems and equipment including capacities and exchange rates; site power and lighting system; drilling equipment for rock bolts and brow bolts; excavation equipment & muck handling; and all other related information required to completely describe the work.

- L. Contingency Plans: Prepare written documents with supporting drawings containing procedures to address the potential conditions described in Paragraph 5.3.1.B of this Section.

5.1.4 QUALITY ASSURANCE

A. Safety:

1. The entire length of shafts and shafts is classified as "Potentially Gassy."
2. Comply with all applicable provisions of 29 CFR Part 1926, Subpart S, "Underground Construction" Standard Number 1926.800 by OSHA.
3. Perform all work in accordance with all current applicable regulations and codes of federal, state, and local agencies.

B. Qualifications:

1. Superintendent: Minimum of 10 years of shaft excavation construction experience.
2. Surveyor: Licensed Professional Land Surveyor registered in the State of West Virginia, with a minimum of 5 years of experience in underground construction.

3. Shaft Excavation Engineers: Minimum of 5 years of experience in underground construction, 3 years of experience in shaft construction. Responsible for identifying rock geologic conditions in the field. The Shaft Excavation Engineer shall classify the ground on a weekly basis at a minimum and issue any changes to the excavation sequence and Ground Support, if considered by the CONTRACTOR's design, based on field observations. One Shaft Engineer is required to be on site weekly at a minimum, to ensure the construction follows the Excavation Work Plan, that adequate monitoring and survey controls are performed, and that contingency plans are implemented as needed.
4. Certify, through records of training and a written statement that CONTRACTOR's crew are prepared and equipped to apply or install all support measures required and/or as shown on CONTRACTOR's submittal drawings.

5.1.5 DELIVERY, STORAGE AND HANDLING

Have adequate supply of required materials ready for application at all times during excavation as follows:

- A. Groundwater Controls: As determined necessary by the CONTRACTOR's Work Plan have sufficient face drains, drainage mats, pipes, hoses, pumps and other materials for installation and operation of water control available on site before commencing excavation.
- B. Support of Excavation: As determined to be necessary by the CONTRACTOR's Work Plan, have sufficient materials to support the excavation as the work progresses. The contractor shall have the support installation equipment and enough material on hand to install shaft support within a minimum of 15.5% of the LEG A shaft (either shotcrete 50 LF of bored shaft or timber sets at 4' spacing for 50 LF). The intent is to avoid any potential delays in the event the supports are required based on the actual conditions encountered.

5.1.6 PROJECT/SITE CONDITIONS

- A. Geological and hydro-geological conditions are presented in the Geotechnical Report, where the boring logs, laboratory testing results, and geotechnical data are presented.
- B. Hazardous Gas:
 - 1. Classification: Shafts are classified as “Potentially Gassy.”
 - 2. Hazardous gas control measures specified herein are supplemental to OSHA requirements. Consider measures specified herein minimum additional measures.
 - 3. Assume sole responsibility for development and implementation of measures to control gas emissions and for proposing alternative or more stringent means, if necessary, to accomplish the objectives of these provisions.

5.2 PRODUCTS

5.2.1 MATERIALS

- A. Structural Supports: Final Support of Excavation systems shall be non-metallic. Treated lumber, timber sets, shotcrete, grout, GRP/FRP rock bolts, etc. are all acceptable structural support components. Metallic fasteners are acceptable.
- B. Pre-excavation Grouting: Can be used as desired by the Contractor.

5.2.2 MANUFACTURED UNITS

- A. End Cap: Provide a M&P 36” plastic pipe end cap.
- B. 36” Nominal (IPS) Diameter HDPE: PE4710 with a minimum concentration of 2.0% carbon black; DR 32.5

5.2.3 EQUIPMENT (*USED DURING CONSTRUCTION*)

- A. All equipment necessary to execute the CONTRACTOR’s Work Plan. At a minimum, the following criteria shall be used for support system design and equipment selection:
 - 1. Electrical and Lighting Systems:

- a. Primary lighting system for the entire length of the shaft to be NEC Class I, Division 2 standard.
 - b. Emergency lighting system for the entire length of the shaft to be NEC Class I, Division 1 standard.
 - c. Additional lighting in shaft shall be sufficient for inspection of construction operations by the OWNER.
 - d. Flashlights and Cap Lights: Meeting OSHA permissible requirements.
 - e. Ventilation, air quality monitoring and alarm systems: Rated for use in NEC Class 1 Division 1 hazardous locations.
 - f. All other equipment: Rated for use in NEC Class 1 Division 2 hazardous locations.
2. Ventilation System (for use during mining):
- a. Meet all 29 CFR 1926 regulatory requirements, and in accordance with NEC standards for Class I, Division 1 areas.
 - b. Fully reversible with ability to meet all performance and air quality criteria in exhaust or intake mode.
 - c. Make main ventilation duct of non-combustible materials.
 - d. Locate exhaust stacks of the ventilation system to prevent recirculation of exhaust air into the air intake shaft or shaft excavation.
 - e. Design:
 - (1) Unless otherwise indicated, meet or exceed minimum requirements of OSHA 29 CFR 1926.
 - (2) Design and equip the ventilation system with silencers as needed to meet local noise standards with maximum necessary air flows.
 - f. Ensure power to the primary ventilation system is not interrupted in the event of a gas detection system alarm. Use primary ventilation and booster

fans for shaft ventilation and related electrical equipment and cables located within the shaft excavations approved for use in gassy locations.

3. An air quality monitoring and alarm system to monitor gas concentrations including but not limited to, carbon monoxide, nitrogen oxides, hydrogen sulfide, oxygen, methane and airborne particulate concentrations at each excavation.
 - a. Place sensors at locations that provide the most effective measurement of combustible and toxic gases. Do not place sensors within a fresh air stream.

5.3 EXECUTION

5.3.1 PREPARATION

A. Excavation Work Plan:

Submit the work plan for the excavation to the OWNER a minimum of 15 days before the start of the work. Work plan to include:

1. Statement of anticipated rock conditions.
2. Initial and final support designs. Note that the payment for LEG A shaft support will be monitored and paid for under the ALLOWANCE FOR LEG A SUPPORT budget, as outlined in Section 5.5.
3. A LEG A tunnel portal stabilization plan that discusses how thin rock at the top of the portal to LEG A will be permanently stabilized, if necessary. If necessary, this stabilization work will be paid for under the ALLOWANCE for LEG A SUPPORT budget, as outlined in Section 5.5.
4. Review and actions levels for convergence monitoring.
5. Construction schedule, groundwater management, excavation, initial support system, installation of any needed final support system improvements, and culvert headwall.

6. Proposed materials, facilities, and equipment to be used including clearances of the equipment for the excavation sizes proposed.
7. Details of temporary ventilation and air quality monitoring.
8. Details of final ventilation system.
9. Key excavation plan including proposed excavation and support sequence, including:
 - A. Sequence and timing of pre-support installation, top heading and bench/invert (if any) excavation, max lengths, and anticipated advance rates.
 - B. Methods of construction including support of excavation installation details, and all pre-support and ground support elements.
 - C. Pre-Excavation grouting plan, if used.
 - D. Methods of controlling groundwater inflows.
10. Information for the equipment proposed by the CONTRACTOR, including but not limited to:
 - A. Excavation equipment for all excavations including make and model numbers, manufacturer's literature, and maintenance record.
 - B. Shotcrete batching plants, pumps, and associated delivery equipment (where used to stabilize rock face).
 - C. Drilling equipment.
 - D. Face and wall drain equipment.
 - E. Grouting equipment, if used.
 - F. Air quality monitoring and alarm system.
11. Plans detailing in-shaft water control measures to be used including drain pipes, drainage mats, temporary sumps, construction drains, pumps, procedures to be followed, and standby power supply.

12. Product data for all Ground Support elements including, but not limited to, rock bolts, treated timbering components, shotcrete, pre-support and face support elements that will be incorporated into the work.
13. Instrument installation and/or observation plan to monitor for shaft deformations and support damage during the excavation.

B. Contingency Plan:

1. Submit the Contingency Plan with the Excavation Work Plan. Contingency plan to include:
 - a. Unanticipated face instability.
 - b. Unanticipated groundwater inflows exceeding normal anticipated flows.
 - c. Actions for in the event shaft deformations or support damage occurs.
2. Include steps used to assess conditions that require additional measures not described herein.
3. Address modifications in the proposed excavation sequences and support requirements, that would be needed to address each of the unanticipated conditions.
4. Include in each Contingency Plan:
 - a. Name and qualification of personnel responsible for implementing contingency procedures.
 - b. Surveillance during stoppages such as weekends and holidays as well as directed stoppages.
 - c. Measures required to be put in place prior to the re-start of excavation.

5.3.2 APPLICATION

A. General:

1. Methods of excavation shall be in accordance with standard practice for the equipment selected with additional requirements specified herein.
2. Excavate shaft and support of surrounding rock in such a manner as to minimize disturbance or movement of rock beyond the intended excavation limits. Take all necessary precautions to prevent damage, injury or loss to existing properties, utilities, and structures.
3. Provide support types for ground as described in the Contractor's approved Work Plan.
4. Blasting shall not be used on this project.

B. Excavation and Support:

1. Assess all ground and groundwater conditions, ground movement, and support system deflection during the construction. Immediately install remedial support when movements may lead to instability of the excavation.
2. Use equipment and methods that do not damage previously placed shaft supports.
3. Supports:
 - a. Installation: Conform to approved Shop Drawings.
 - b. Inspection: Check supports in previously excavated sections for continuous structural integrity, but not less frequently than every 48 hours. Document observations and clearly indicate the absence of signs of distress such as drummy shotcretes, spalling, cracks, new rocks in the invert, dished face plates, or if distress is observed or suspected, document conditions and immediately report same to supervision.
 - c. Maintenance: Re-tighten and re-block supports as necessary.
4. Follow the excavation and support sequence and maximum lengths for shaft as designed. At a minimum, the Work Plan shall include the following steps in the excavation and support sequence:

1. Evaluate the ground conditions encountered and confirm that the appropriate Ground Support is installed.
2. Continuously review conditions encountered as the shaft excavation is advanced. CONTRACTOR to ensure shaft support is installed per CONTRACTOR's design, and monitoring instruments are functioning and reporting accurate measurements.
3. The OWNER may suspend excavation and associated activities at any location where observations indicate excessive ground movement or distress in initial support.
5. If the Shaft Engineer observes field conditions different than design assumptions, the OWNER shall be consulted. No adjustments to the approved Work Plan shall be made without written authorization from the ENGINEER.
6. In case of emergency or work stoppage likely to endanger excavation stability or adjacent structures, continuously maintain full work force 24 hours per day including weekends and holidays until emergency or hazardous conditions no longer jeopardize stability of the excavation.

C. Test Hole Drilling:

1. The CONTRACTOR may use Test Hole drilling ahead of the excavation face that are intended to confirm the predicted geological conditions and to detect groundwater.

D. In-Shaft Water Control:

1. Drain and/or pump out of the shaft all infiltrating groundwater during construction. It is intended that all groundwater flows can drain out of the shafts by gravity. Perched groundwater may present short term increases in flow.
2. Remove groundwater and construction water from the operation as quickly as possible.

3. Collect water seepage and drain away by means of drain hoses or other approved means. Install and maintain at all times drainage systems to divert all inflow of water out of the excavated shaft and provide adequate runoff pollution prevention controls to eliminate excessive erosion or siltation on the site.
- E. Associated Operations:
1. Emergency Measures: Continuous 24-hour operations, seven days a week shall be performed when the stability of the excavation or adjacent structures are in danger.
- F. Utilities:
1. Arrange for and provide all utilities necessary to perform the work required in this Section.

5.3.3 CONSTRUCTION

A. General:

1. Perform work in accordance with the approved Work Plan.
2. Excavate to the lines and grades shown on the Drawings.

B. Re-Installation:

Immediately replace any damaged rock support element by installing a like element as close to the location of the damaged element as practical.

5.4 METHOD OF MEASUREMENT

The measurements for the units under this item are determined in the Estimated Quantities Table.

5.5 BASIS FOR PAYMENT

- A. Payment for work performed under this specification shall be based on units as established in the Estimated Quantities Table.
- B. The ALLOWANCE FOR LEG A SUPPORT will be used as a contingency budget to pay for the required shaft support system. It is generally anticipated that the rock being mined is strong enough to stand up on its own, but it is recognized that support will be required in portions of the shaft.

The ALLOWANCE item shall be monitored and paid for as follows:

1. The Contractor is required to submit an Excavation Work Plan and Contingency Plan. This will outline the support system being utilized.
2. A detailed equipment, material, and labor cost breakdown associated with the installation of the support system shall be submitted along with the Excavation Work Plan. The approved cost breakdown shall be used as a basis for monitoring the support system installation work actually required and the payment for it.
 - a. Labor: The Contractor shall supply the wage rates that apply for the project and for the support system installation work. The OWNER will pay a 15% mark-up for overhead and profit on labor.
 - b. Materials: Material costs shall be based upon actual invoice costs, including applicable taxes and freight charges for Engineer-approved materials. The OWNER will pay a 15% mark-up for overhead and profit on materials.
 - c. Equipment: Payment for required support system installation shall be based on established rates given in Equipment Watch Cost Recovery (formerly Rental Rate Blue Book) for equipment in actual operation and $\frac{1}{2}$ that rate for equipment that is idle. Equipment or tools that cost less than \$500 will not be reimbursed. The schedule for equipment must be approved prior to any reimbursement. Actual invoices may be used for rental equipment. The OWNER will pay a 5% mark-up for overhead and profit on rental equipment.
 - d. The OWNER will pay a 5% mark-up for administrative costs associated with work performed by an approved subcontractor.
3. The Contractor is required to have the installation equipment and enough material on hand to provide support for at least 15.5% of the LEG A shaft. The Contractor will be paid for having the installation equipment on site and for the support materials required for up to 15.5% of the LEG A shaft. Labor will be tracked on an hourly basis for actual installation work.

4. The equipment operation, material, and labor work required above the initial 15.5% will be tracked by the OWNER and paid for based on the approved equipment rates, material invoices, and labor rates.

Exhibit B

CF4 Final Draft Plans

CONSTRUCTION DRAWINGS FOR MU SUBTERRANEAN TESTING FACILITY (CF4) MARSHALL UNIVERSITY RESEARCH CORPORATION CITY OF HUNTINGTON, CABELL COUNTY, WEST VIRGINIA

PROJECT CONTACTS:

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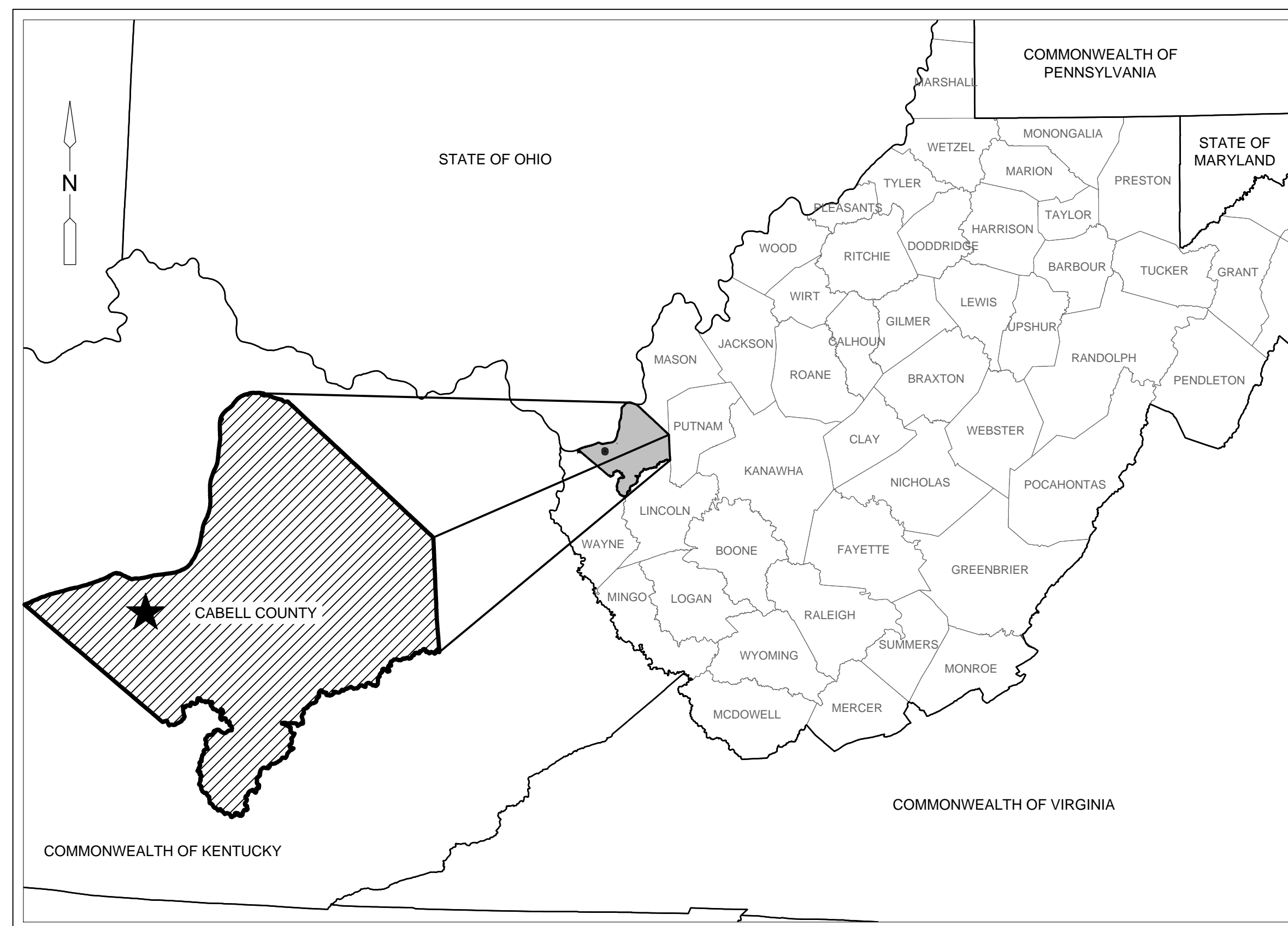
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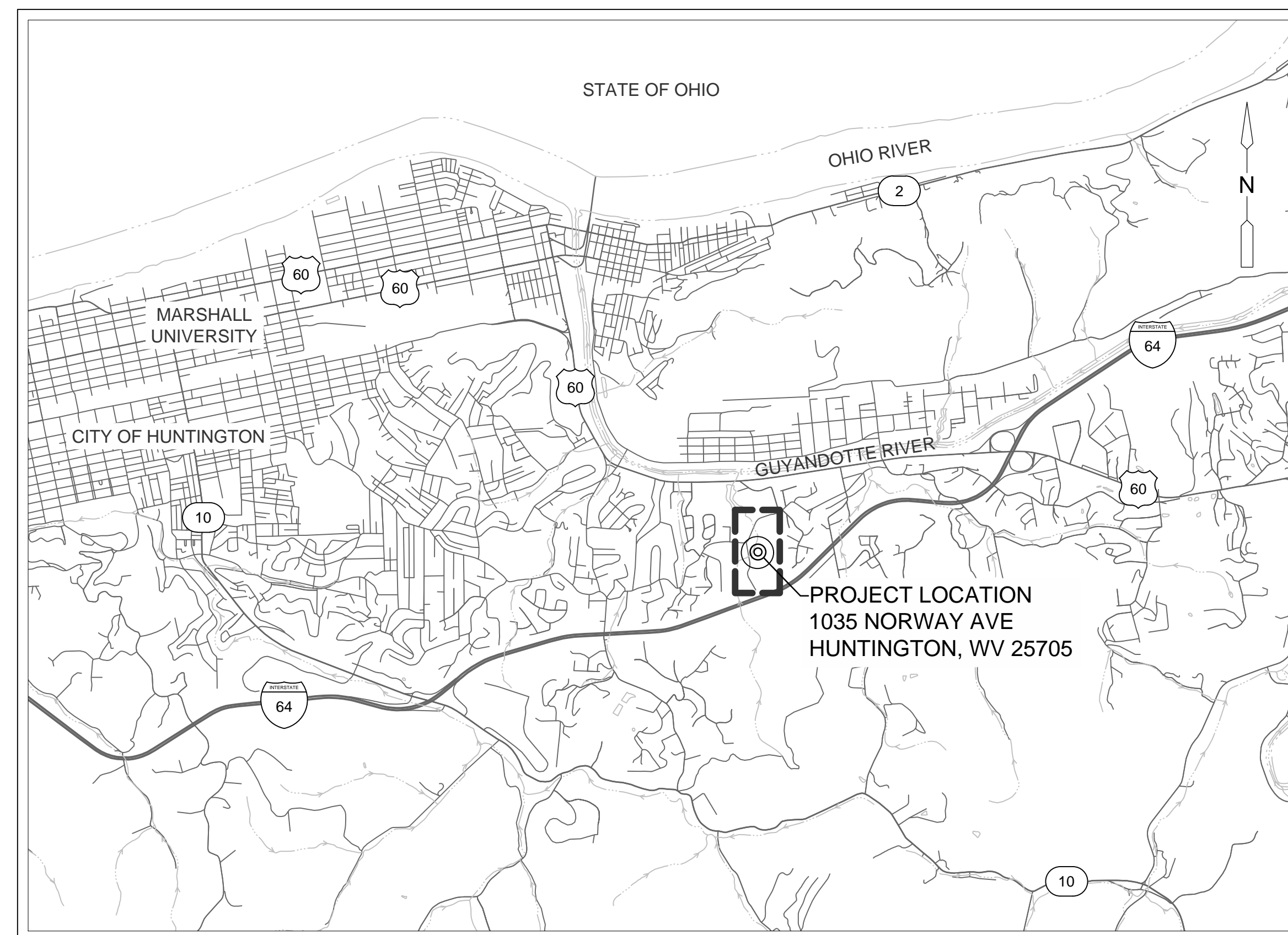
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SHEET INDEX	
SHEET NUMBER	SHEET TITLE
G-01	TITLE SHEET
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C-01	EXISTING CONDITIONS
C-02	OVERALL SITE PLAN
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C-05	RECONSTRUCTION PLAN
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T-01	OVERALL PLAN AND PROFILE
T-02	72 INCH SHAFT ENTRY PORTAL PLAN AND PROFILE
T-03	36 INCH SHAFT ENTRY PORTAL PLAN AND PROFILE



VICINITY MAP
SCALE: 1" = 150,000'



LOCATION MAP
SCALE: 1" = 3,000'

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TITLE SHEET

DLZ
SHEET NUMBER:
G-01



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EXISTING CONDITIONS LINETYPES

PROPOSED CONDITIONS LINETYPES

BOTTOM OF SLOPE		
BORE PIT		
CONSTRUCTION CENTERLINE		
DITCH/STREAM FLOW LINE		
EDGE OF PAVEMENT		
FENCE		
GUARDRAIL		
MINOR CONTOUR		
MAJOR CONTOUR		
LAYDOWN AREA		
LEASED BOUNDARY		
LIMITS OF DISTURBANCE		
OVERHEAD ELECTRIC		
PROPERTY LINE/LOT LINE		
RIGHT OF WAY		
SANITARY SEWER		
SHAFT (TUNNEL)		
SILT FENCE		
STORM SEWER/CULVERT		
TOP OF SLOPE		
TREELINE		
UNDERGROUND ELECTRIC		

EXISTING CONDITIONS SYMBOLS

	BENCHMARK/TEMPORARY BENCHMARK
	FIRE HYDRANT
	GAS VALVE
	GEOTECHNICAL BORING
	LIGHT POLE
	NORTH ARROW
	SANITARY MANHOLE
	SANITARY CLEANOUT
	UTILITY POLE
	WAYFINDING SIGNAGE

EXISTING CONDITIONS HATCHING

PROPOSED CONDITIONS HATCHING

ASPHALT ROAD		
BUILDING		
CONCRETE		
ENERGY DISSIPATOR		
GRAVEL ROAD		
WOOD		
FEATURE REMOVED		
ROADWAY INSPECTION/SURVEY/PHOTOGRAPH		
SEEDING		

SYMBOLS

&	AND
@	AT
'	FEET, MINUTES
"	INCHES, SECONDS
#	NUMBER
%	PERCENT
+	PLUS OR MINUS
Ø	ROUND, DIAMETER
∠	DEGREE OF CURVATURE ALONG THE ARC
∠	OR ANGLE OF DEFLECTION (DEGREES)

ABBREVIATIONS

ABAND, ABND	ABANDON(ED)	HR	HOUR(S)
ADD	ADDENDUM	HVAC	HEATING, VENTILATION, AND AIR CONDITIONING
ADD'L	ADDITIONAL	HWL	HIGH WATER LEVEL
APPX, APPROX	APPROXIMATE(LY)	HWY	HIGHWAY
ASPH	ASPHALT	ID	INSIDE DIAMETER
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	IN	INCH(ES)
AVE	AVENUE	INV	INVERT
AVG	AVERAGE	IP	IRON PIPE
AWWA	AMERICAN WATER WORKS ASSOCIATION	LAT	LATERAL
BH	BULKHEAD	LB	POUND(S)
BLDG	BUILDING	LF	LINEAR FEET
BLVD	BOULEVARD	LS	LUMP SUM
BM	BENCH MARK	LT	LEFT
BOT	BOTTOM	MAX	MAXIMUM
CATV	CABLE TELEVISION	ME M/E	MATCH EXISTING
CB	CATCH BASIN	MFR	MANUFACTURE(R)
CDF	CONTROLLED DENSITY FILL	MGD	MILLION GALLONS PER DAY
CF	CUBIC FEET	MH	MANHOLE
CFM	CUBIC FEET PER MINUTE	MI	MILE(S)
CFS	CUBIC FEET PER SECOND	MIN	MINIMUM, MINUTE(S)
CIP	CAST IRON PIPE	MISC	MISCELLANEOUS
C/L, CL	CENTER LINE	MNS	MAG NAIL SET
CLR	CLEAR OR CLEARANCE	MOD	MODIFIED
CMP	CORRUGATED METAL PIPE	MON	SURVEY MONUMENT
CO	CLEAN OUT, COMPANY	MOT	MAINTENANCE OF TRAFFIC
COMM	COMMUNICATIONS	MPH	MILES PER HOUR
CONC, CON	CONCRETE	MTL	METAL
CT	COURT	N	NORTH
CTR	CENTER	NAD	NORTH AMERICAN DATUM
CWA	CONCRETE WASHOUT AREA	NAVD	NORTH AMERICAN VERTICAL DATUM
CY	CUBIC YARD(S)	NB	NORTH BOUND
C&G	CURB AND GUTTER	NE	NORTHEAST
C/C	CENTER TO CENTER	NF	NOT FOUND
DEG	DEGREE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
DEMO	DEMOLITION, DEMOLISH	NO.	NUMBER
DEPT	DEPARTMENT	NOI	NOTICE OF INTENT
DIA	DIAMETER	NPDES	NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM
DIM	DIMENSION	NTS	NOT TO SCALE
DIP	DUCTILE IRON PIPE	NW	NORTHWEST
DND	DO NOT DISTURB	N/A	NOT APPLICABLE
DWG	DRAWING(S)	OC	ON CENTER, ODOR CONTROL
E&SC	EROSION & SEDIMENT CONTROL	OD	OUTSIDE DIAMETER
E	EAST, ELECTRIC	OH	OVERHEAD
EA	EACH	OHE	OVERHEAD ELECTRIC
EL	ELEVATION (VERTICAL DISTANCE ABOVE MEAN SEA LEVEL)	OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
ELEC	ELECTRICAL, ELECTRIC	O&M	OPERATION AND MAINTENANCE
EOP, E/P	EDGE OF PAVEMENT	PC	POINT OF CURVATURE
ESMT	EASEMENT	PH	PHASE
EST	ESTIMATE(D)	PID	PARCEL IDENTIFICATION
ETC	ET CETERA AND SO FORTH	P/L	PROPERTY LINE
EXIST, EXST, EX	EXISTING	PKF	PK (NAIL) FOUND
FAB	FABRICATE(D)	PKS	PK (NAIL) SET
FCDF	FLOWABLE CONTROLLED DENSITY FILL	PROP, PR	PROPOSED
FDN	FOUNDATION	PSI	POUNDS FORCE PER SQUARE INCH
FEN	FENCE	PVC	POLYVINYL CHLORIDE
FH	FIRE HYDRANT	PVMT	PAVEMENT
FM	FORCE MAIN	PW	POTABLE WATER
FO	FIBER OPTIC	Q	FLOW
FPS	FEET PER SECOND	QTY	QUANTITY
FRP	FIBERGLASS REINFORCED POLYMER OR PLASTIC	RCE	ROCK CONSTRUCTION ENTRANCE
FRPM	FIBERGLASS REINFORCED POLYMER MORTAR	RCP	REINFORCED CONCRETE PIPE, ROCK CHANNEL PROTECTION
FT	FOOT OR FEET	RD	ROAD
F/GRADE	FINISH GRADE	REBAR	REINFORCING BAR, REINFORCING STEEL
GAL	GALLON(S)	REF	REFERENCE
GND	GROUND	REINF	REINFORCE(D), (ING), (MENT)
GPM	GALLONS PER MINUTE	REQD	REQUIRED
GRAV	GRAVEL	RP	RECORD PLAN
HDPE	HIGH-DENSITY POLYETHYLENE	RPM	REVOLUTIONS PER MINUTE
HORIZ	HORIZONTAL	RR	RAILROAD
		RT	RIGHT
		R/W	RIGHT-OF-WAY
		S	SOUTH
		SAN	SANITARY
		SB	STORM BASIN, SOUTH BOUND
		SD	STORM DRAIN, STANDARD DRAWING
		SDR	STANDARD DIMENSION RATIO
		SE	SOUTHEAST
		SEC	SECONDARY, SECOND(S)
		SECT	SECTION
		SFSQ FT	SQUARE FOOT OR FEET
		SHT	SHEET
		SL	SPRING LINE, SERVICE LINE
		SPEC	SPECIFICATION(S)

SHEET NUMBERING CONVENTION

EACH SHEET CONTAINS AN IDENTIFYING LETTER THAT COMES FIRST, THIS LETTER DEFINES THE GROUP OF DRAWINGS EACH SHEET BELONGS TO AS FOLLOWS:
 G GENERAL PLANS, NOTES, AND DETAILS
 C SITE CIVIL PLANS, NOTES, AND DETAILS
 T SHAFT (TUNNEL) PLANS, PROFILES, NOTES, AND DETAILS

EACH IDENTIFYING LETTER IS FOLLOWED BY A DASH AND THE A TWO NUMBER SEQUENCE IN ORDER (01, 02, 03, ETC)

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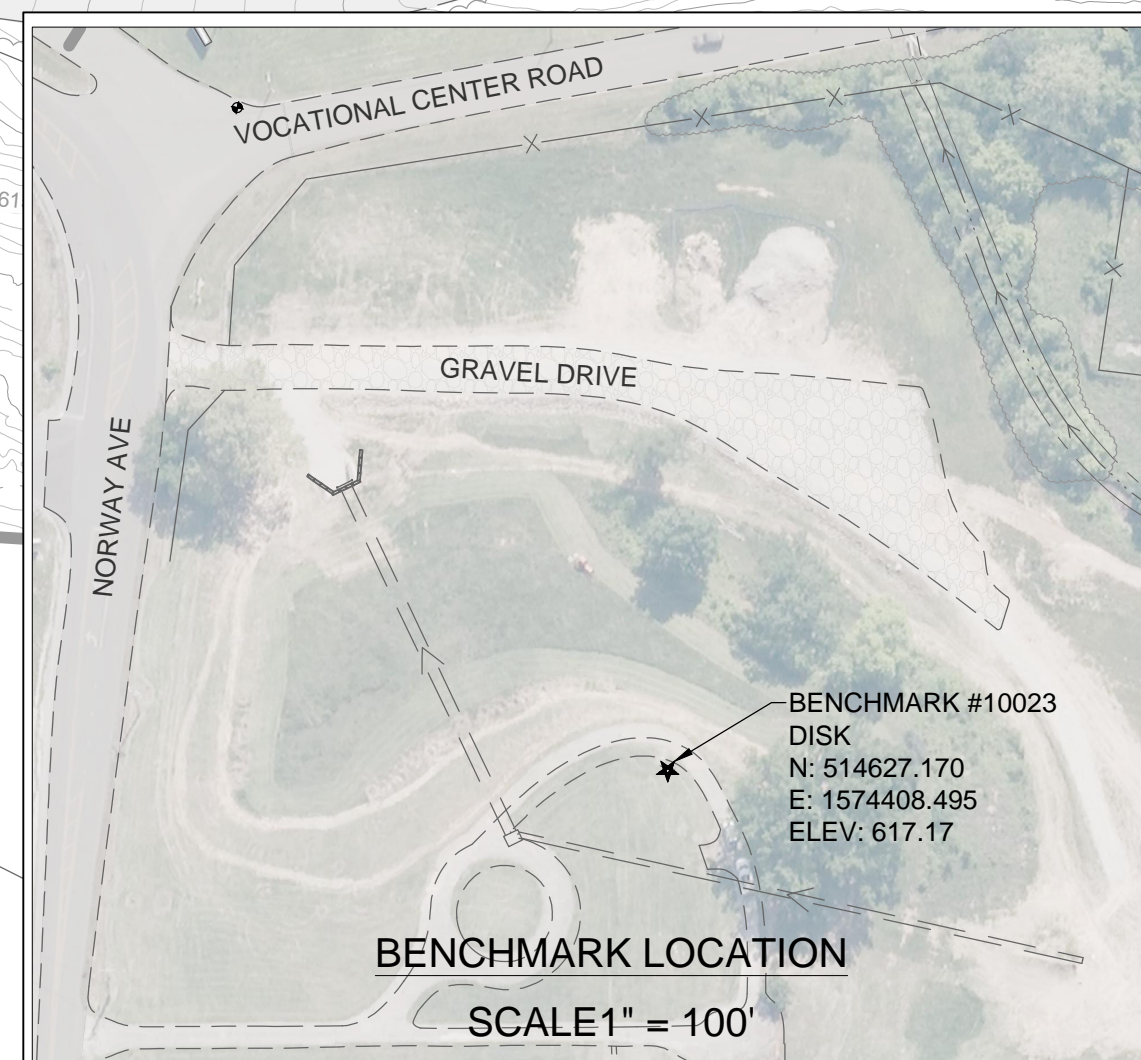
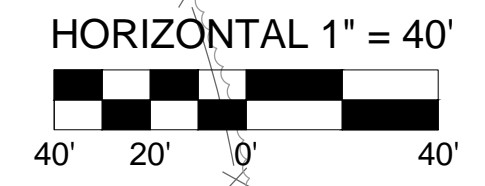
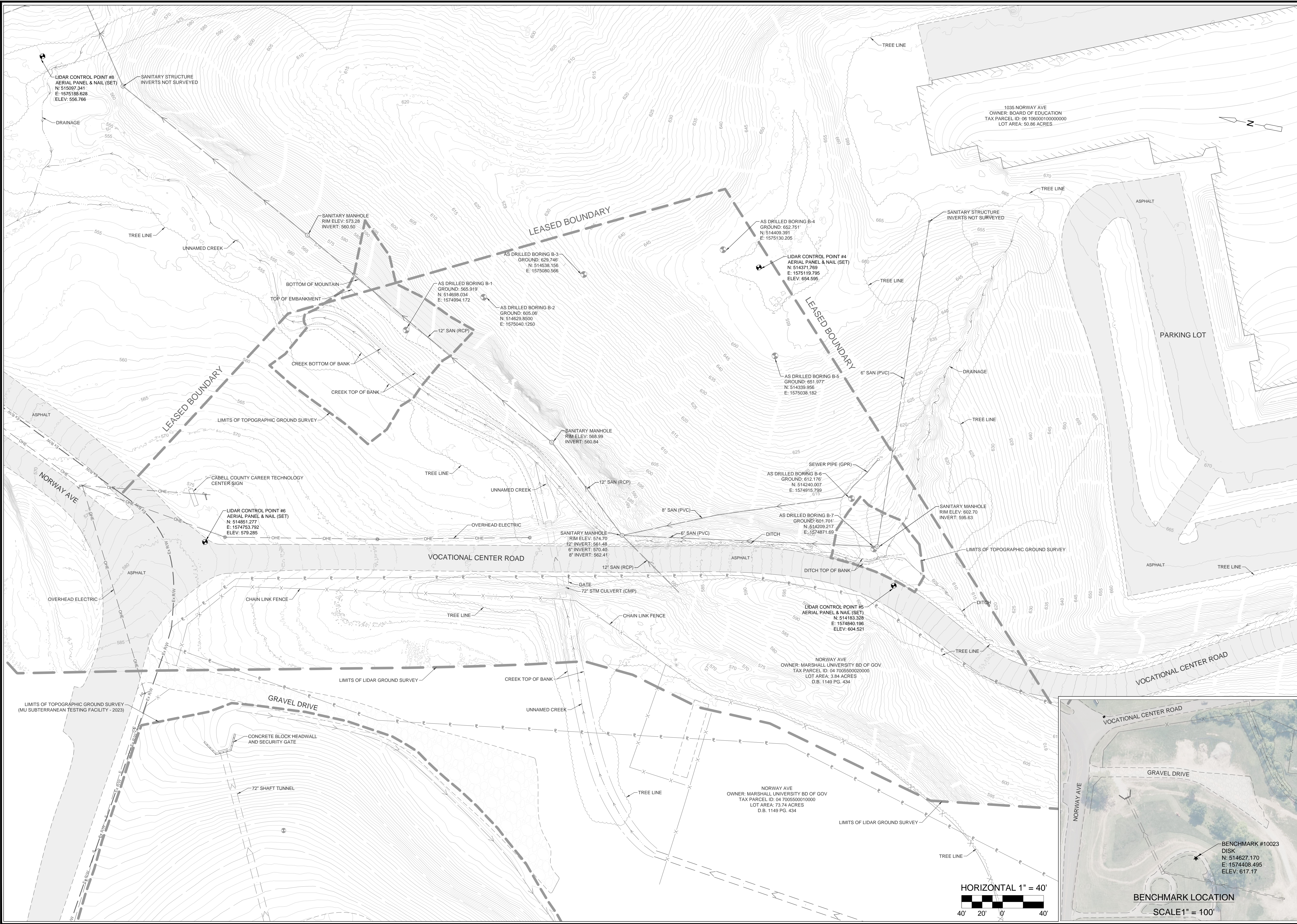
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 CABELL COUNTY, WEST VIRGINIA

LEGEND AND ABBREVIATIONS

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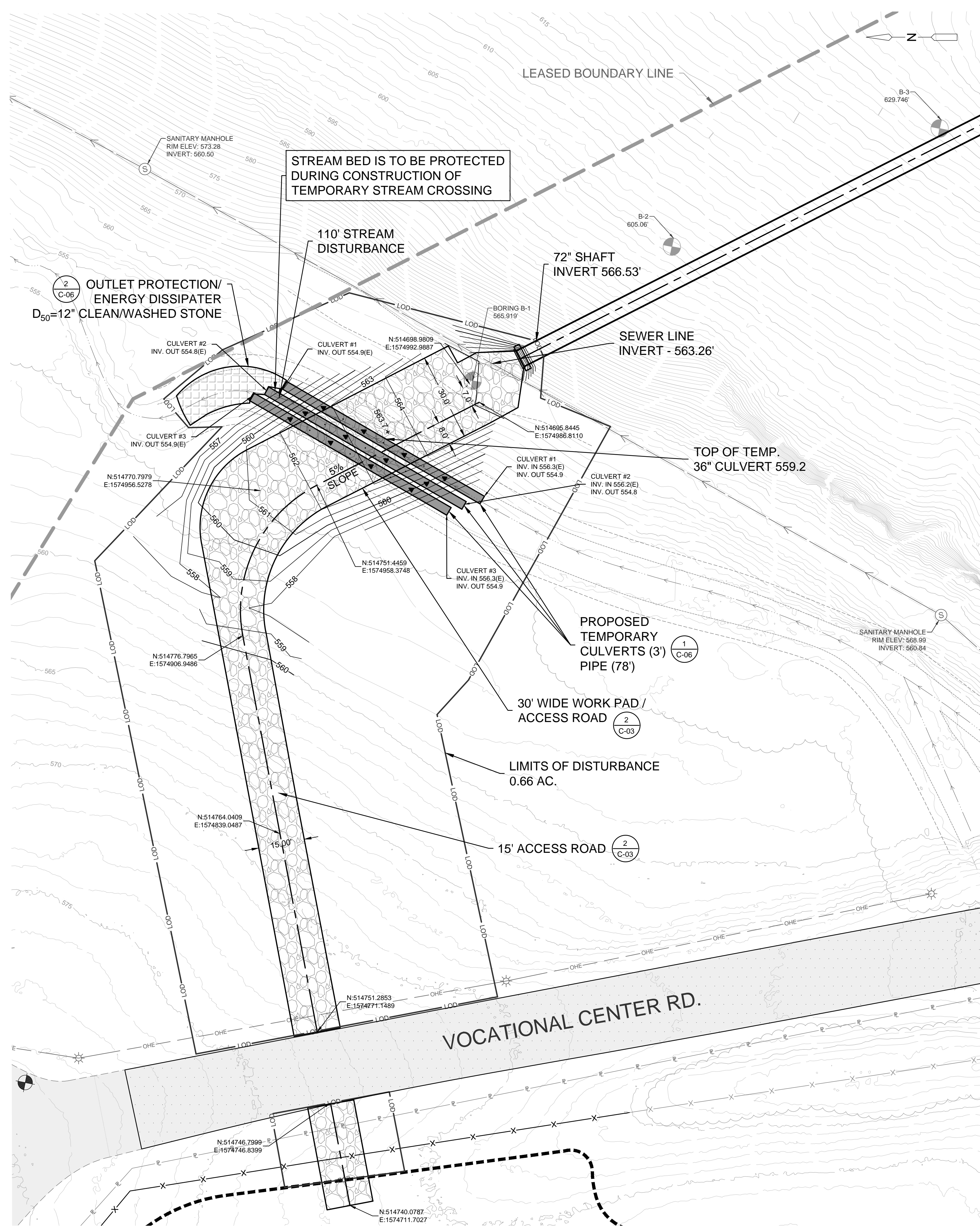
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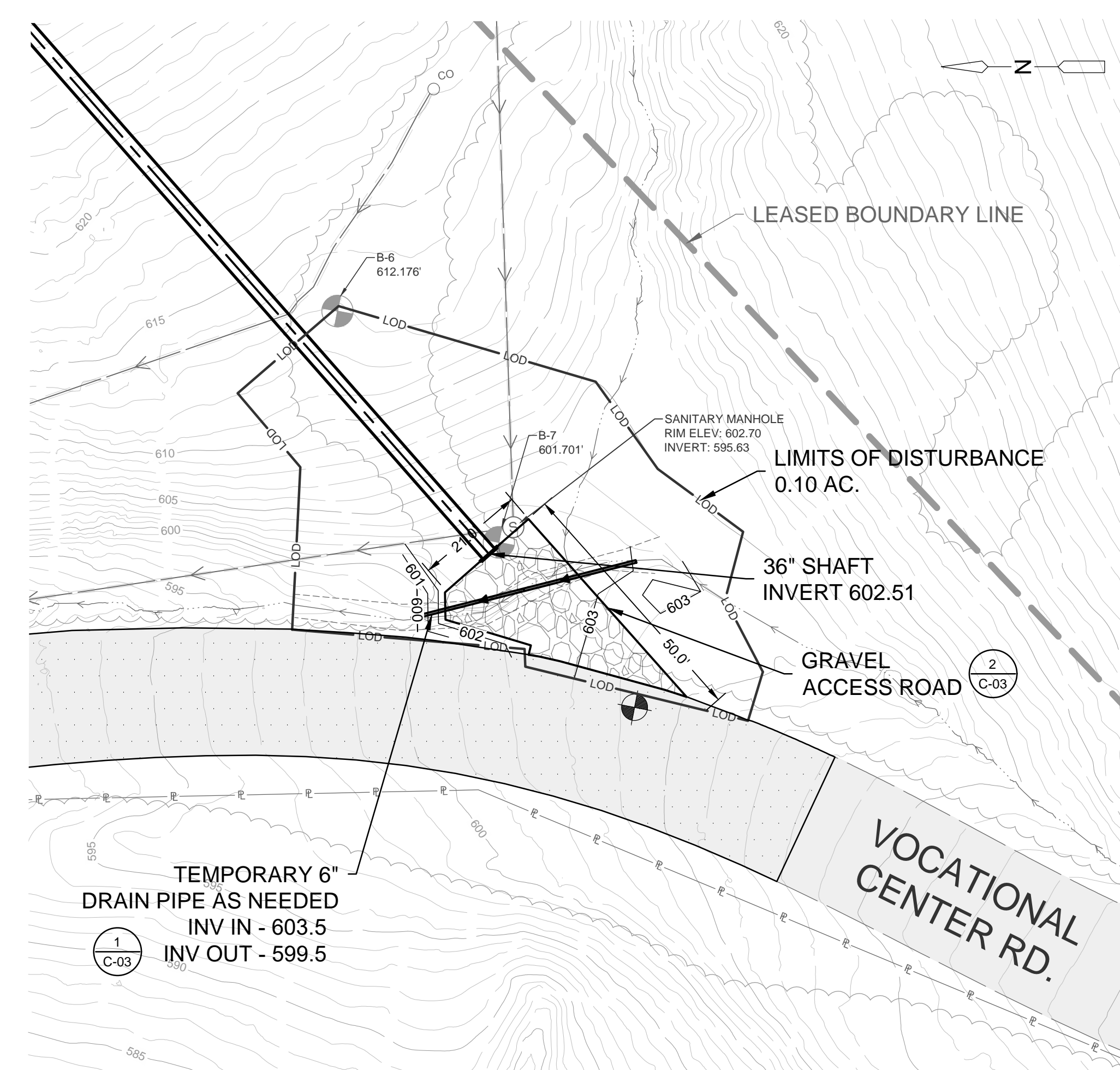
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CABELL COUNTY, WEST VIRGINIA
EXISTING CONDITIONS


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C-01

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SITE / LAYOUT / GRADING PLAN



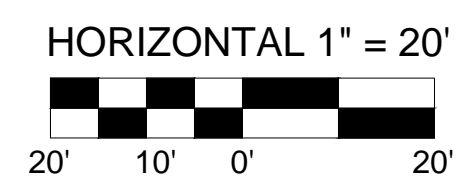
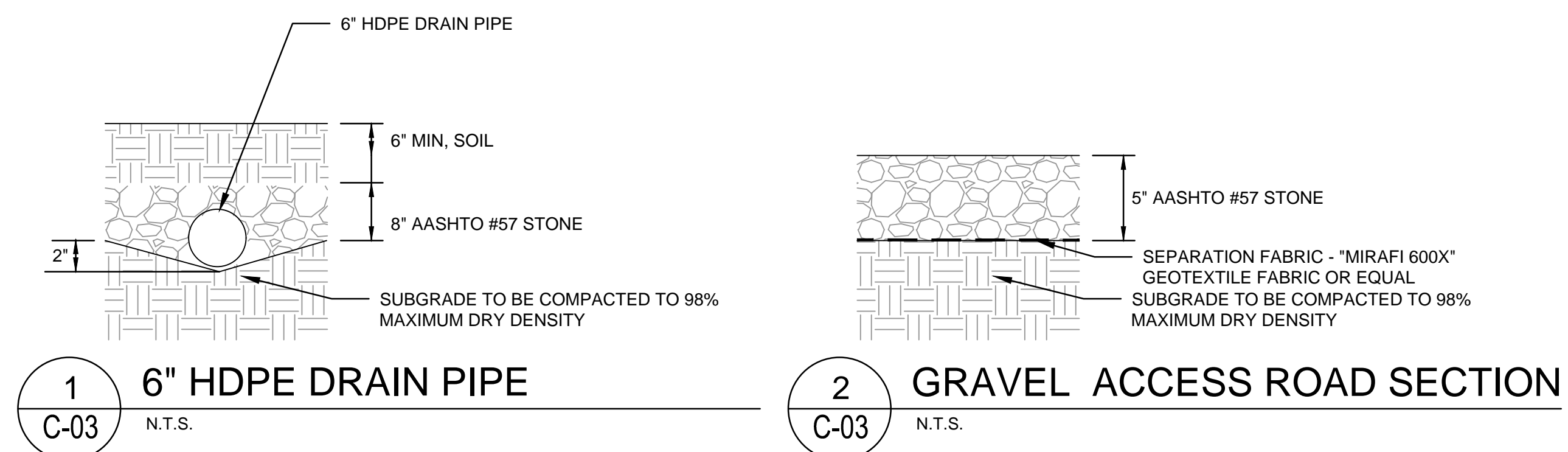
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SHEET NOTES:

- CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING UTILITIES DURING CONSTRUCTION AND ALL DAMAGE SHALL BE REPAIRED TO ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER, CITY, OR COUNTY.
- ALL CONSTRUCTION METHODS AND MATERIAL MUST CONFORM TO CURRENT STANDARDS AND SPECIFICATIONS OF THE FEDERAL, STATE, COUNTY, CITY OR LOCAL REQUIREMENTS, WHICHEVER HAS JURISDICTION.
- ALL DISTURBED AREAS ARE TO BE SEEDED. SEE SPECIFICATIONS.

DEWATERING GENERAL NOTE (SEE DETAIL 3, SHEET C-06):

THE CONTRACTOR SHALL IMPLEMENT APPROPRIATE DEWATERING MEASURES TO MANAGE WATER DISCHARGE FROM CONSTRUCTION ACTIVITIES. DEWATERING BAGS SHALL BE USED IN A STABILIZED AREA DOWNSTREAM OF THE TEMPORARY STREAM CROSSING TO FILTER SEDIMENT FROM WATER BEFORE IT IS DISCHARGED. THE CHOSEN DEWATERING AREA MUST BE STABLE, PROPERLY GRADED, AND PROTECTED AGAINST EROSION TO MAINTAIN WATER QUALITY AND PREVENT DOWNSTREAM SEDIMENTATION. ALL DEWATERING OPERATIONS SHALL COMPLY WITH APPLICABLE ENVIRONMENTAL REGULATIONS AND BEST MANAGEMENT PRACTICES TO MINIMIZE IMPACTS ON THE SURROUNDING ECOSYSTEM. THE CONTRACTOR IS RESPONSIBLE FOR MONITORING AND MAINTAINING DEWATERING EQUIPMENT TO ENSURE EFFECTIVE PERFORMANCE THROUGHOUT THE PROJECT DURATION.



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SCALE:	AS SHOWN

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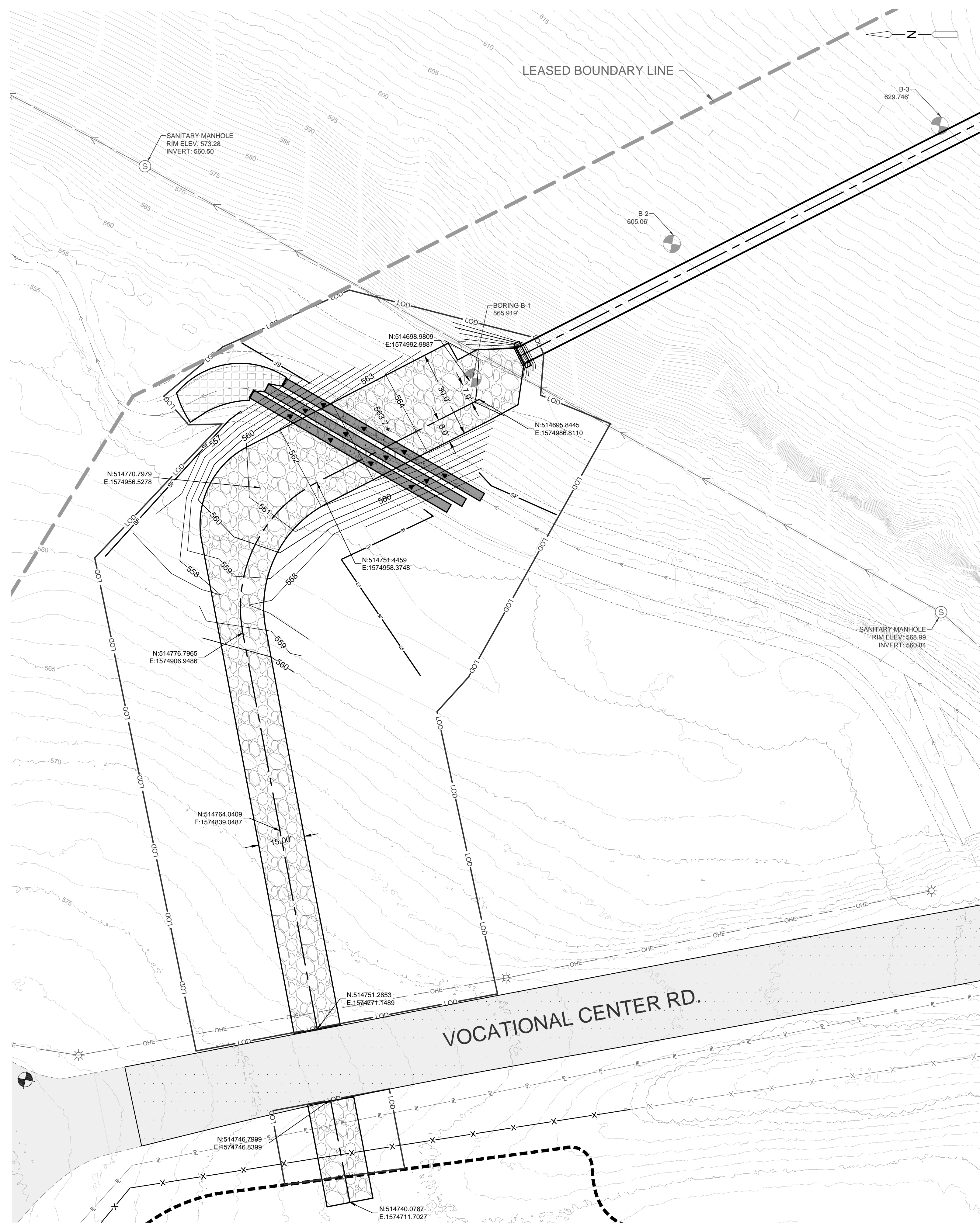
SITE LAYOUT AND GRADING PLAN

TRIAD
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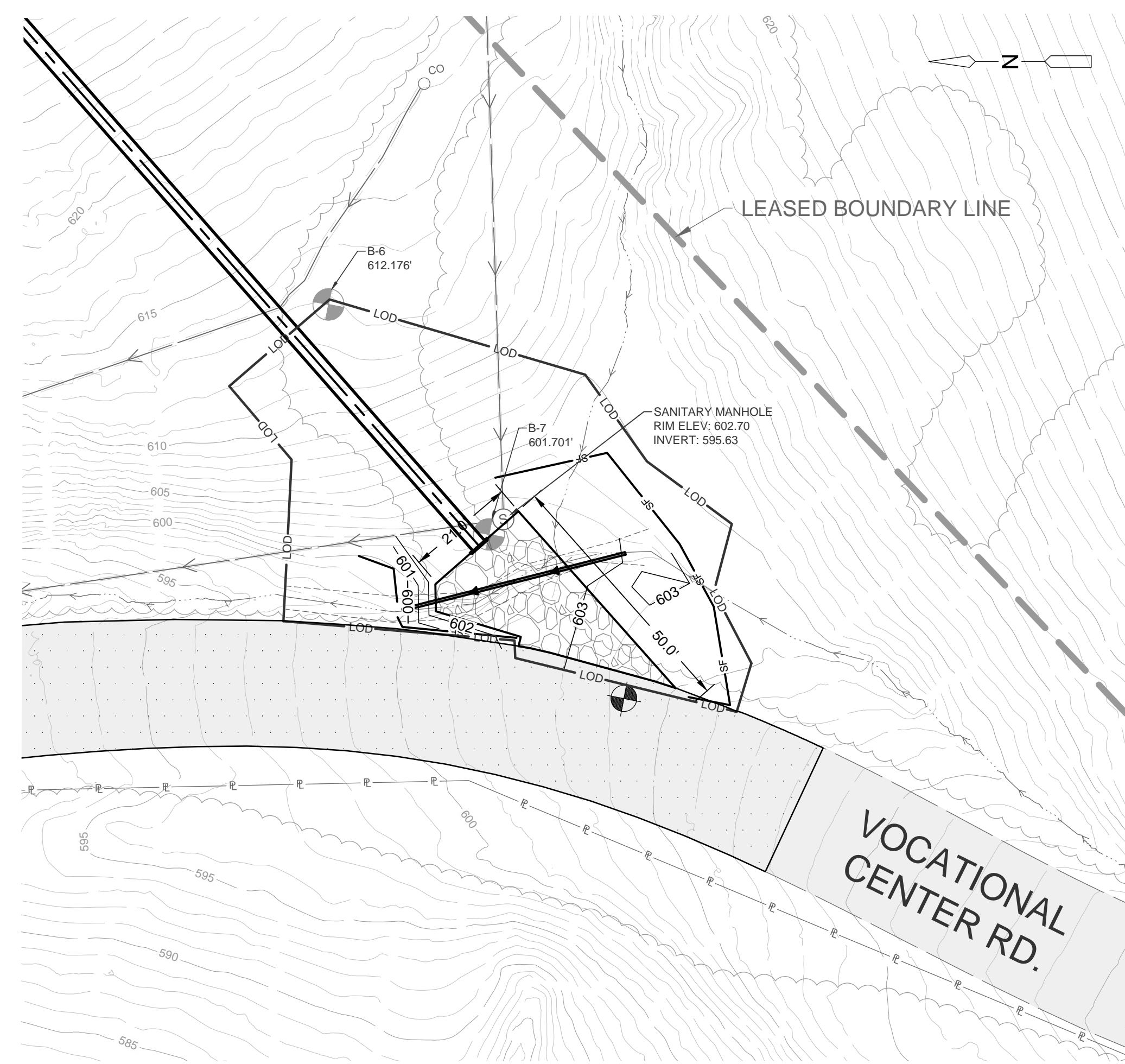
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PROJECT No.: 04-23-0374

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EROSION AND SEDIMENT CONTROL PLAN



EROSION AND SEDIMENT CONTROL PLAN

DEWATERING GENERAL NOTE (SEE DETAIL 3, SHEET C-06):

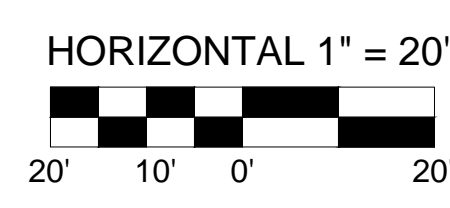
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GENERAL NOTES:

UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED AND MAINTAINED ACCORDING TO THE STANDARDS AND SPECIFICATIONS OF THE WEST VIRGINIA EROSION AND SEDIMENT CONTROL BMP MANUAL. THE PLAN APPROVING AUTHORITY MUST BE NOTIFIED ONE WEEK PRIOR TO THE PRE-CONSTRUCTION CONFERENCE, ONE WEEK PRIOR TO THE COMMENCEMENT OF LAND DISTURBING ACTIVITY, AND ONE WEEK PRIOR TO THE FINAL INSPECTION. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN CLEARING. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED AT THE SITE AT ALL TIMES, PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES IN AREAS OTHER THAN INDICATED ON THESE PLANS (INCLUDING, BUT NOT LIMITED TO, OFF-SITE BORROW OR WASTE AREAS). THE CONTRACTOR SHALL SUBMIT A SUPPLEMENTARY EROSION CONTROL PLAN TO THE OWNER FOR REVIEW AND APPROVAL BY THE PLAN APPROVING AUTHORITY. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION SEDIMENTATION AS DETERMINED BY THE PLAN APPROVING AUTHORITY.

SITE GRADING IS TO DRAIN TO THE SEDIMENT TRAPPING DEVICES AT ALL TIMES DURING LAND DISTURBING ACTIVITIES AND DURING SITE DEVELOPMENT UNTIL FINAL STABILIZATION IS ACHIEVED. ALL EROSION AND CONTROL STRUCTURES MUST BE INSPECTED AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND AFTER EVERY STORM EVENT OF 0.5 INCHES OR GREATER. ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF THE EROSION CONTROL DEVICES SHALL BE MADE IMMEDIATELY. INITIAL EFFORTS SHOULD BE TO LIMIT THE AMOUNT OF AREA DISTURBED BY MAINTAINING AS MUCH OF THE ORIGINAL VEGETATIVE COVER AS POSSIBLE. SEDIMENT CONTROL MEASURES SHALL REMAIN ACTIVE UNTIL ALL DISTURBED AREAS HAVE BEEN SATISFACTORY STABILIZED. ALL STATE AND LOCAL REQUIREMENTS SHALL BE MET CONCERNING FENCING AND SIGNS WARNING THE PUBLIC OF THE HAZARDS OF SOFT, SATURATED SEDIMENT AND FLOOD WATERS. ALL DISTURBED AREAS SHALL BE STABILIZED WITHIN 4 DAYS OF REACHING FINAL GRADE. TEMPORARY STABILIZATION IS ALSO TO BE APPLIED WITHIN 4 DAYS OF A WORK STOPPAGE OF 14 DAYS OR MORE. INSPECTION OF ALL BMP'S ONCE EVERY 4 CALENDAR DAYS AND WITHIN A 24 HOURS OF A PRECIPITATION/RUNOFF EVENT OF MORE THAN 0.25" IN A 24 HOUR PERIOD.

THE CONTRACTOR SHALL PROVIDE A DETAILED PLAN AND SCHEDULE FOR ALL ELEMENTS OF THE EROSION CONTROL PLAN. THE PLAN SHOULD BE POSTED AT THE JOB SITE AND STRICTLY FOLLOWED. THE MINIMUM STANDARD OF PERFORMANCE WILL BE A PLAN THAT REQUIRES THAT AN INSPECTION OF ALL PLAN ELEMENTS BE CONDUCTED AT LEAST ONCE EVERY FOUR DAYS, UPON REPORT OF AN OBSERVED FAILURE, OR WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.25 INCHES OF RAIN PER 24 HOUR PERIOD. SPECIAL ATTENTION SHOULD BE GIVEN TO AREAS OF EQUIPMENT FUELING AND CLEANING. MITIGATION MEASURES SUCH AS WATER DIVERSION AND CONTAINMENT, ETC. SHOULD BE EMPLOYED TO MINIMIZE THE POTENTIAL FOR CONTAMINANTS TO REACH SURFACE WATERS. INSPECTION OF GROUNDWATER FACILITIES ARE REQUIRED QUARTERLY, AT MINIMUM.



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 10541 TEAYS VALLEY ROAD
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REV. #	DATE	DESCRIPTION

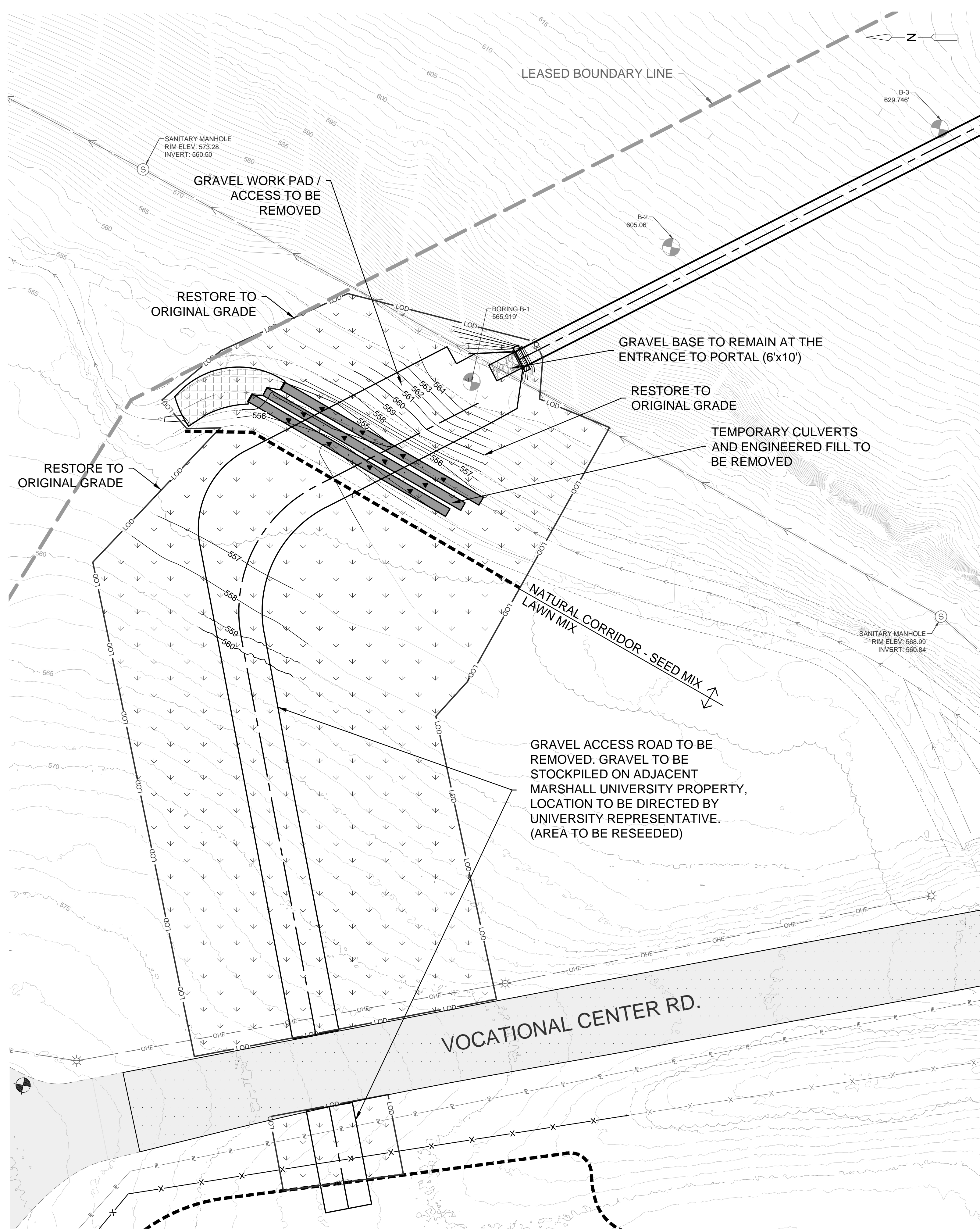
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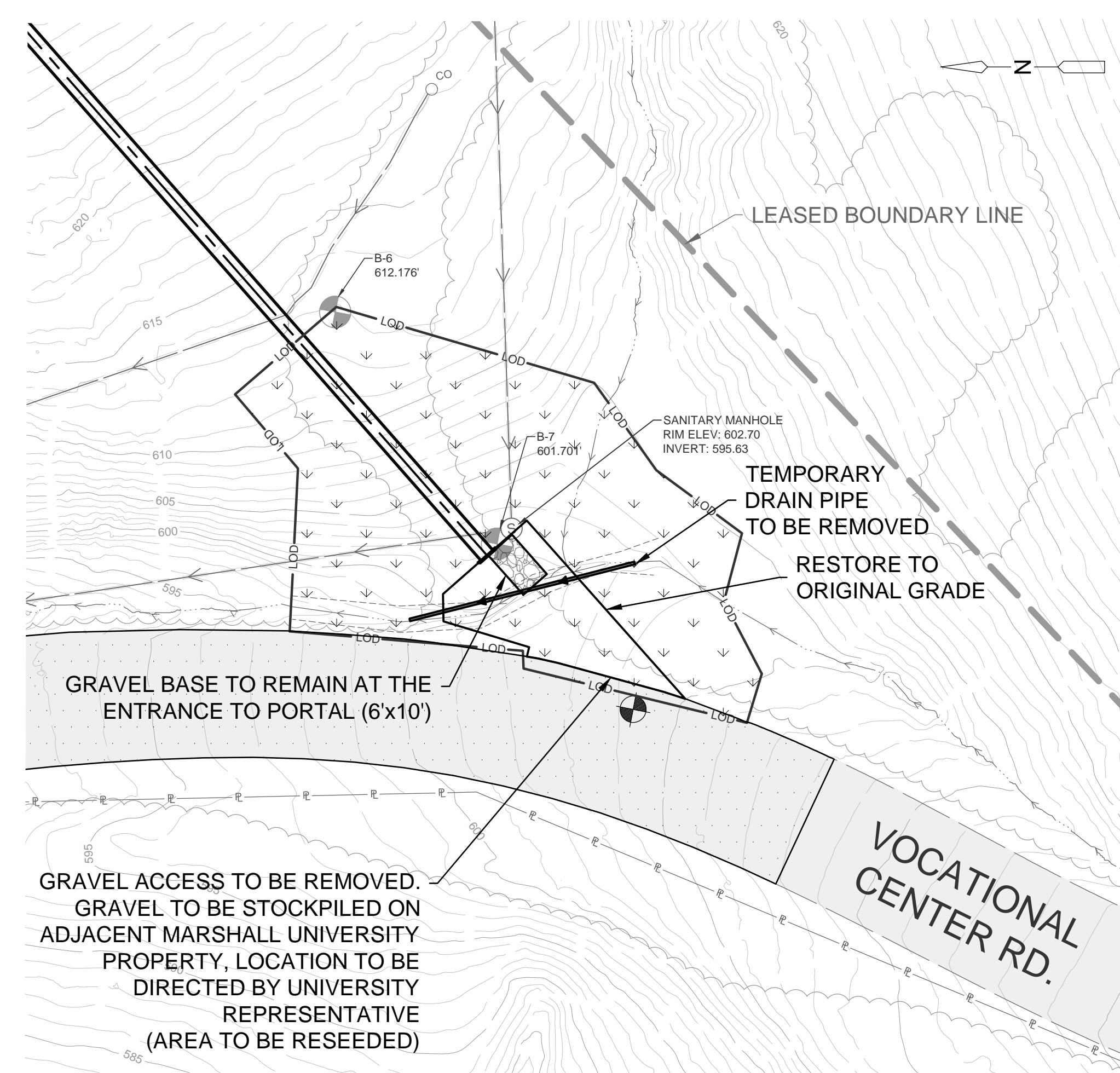
EROSION AND SEDIMENT CONTROL PLAN

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 SHEET NUMBER:
C-04
 PROJECT No.: 04-23-0374

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RECONSTRUCTION PLAN



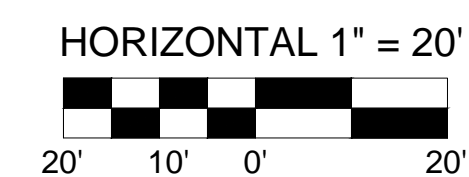
RECONSTRUCTION PLAN

SLOPE STABILITY & NATURAL CORRIDORS SEED MIX
SEE SPECIFICATIONS FOR MEAN AND METHODS

TEMPORARY MATRIX		
OZ/AC	GRASSES	
512	AVENA SATIVA	SEED OATS
160	LOLIUM MULTIFLORUM	ANNUAL RYEGRASS

PERMANENT MATRIX		
OZ/ACRE	GRASSES	
16	ANDROPOGON GERARDII	BIG BLUESTEM
16	BOUTELOUA CURTIPENDULA	SIDE-OATS GRAMA
48	ELYMUS CANADENSIS	CANADA WILE RYE
48	ELYMUS VIRGINICUS	VIRGINIA WILD RYE
32	SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM
16	SORGHASTRUM NUTANS	INDIAN GRASS
OZ/ACRE	FORBS	
1	MONDARDA FISTULOSA	BERGAMOT
2	COREOPSIS LANCEOLATA	LANCELEAF COREOPIS
4	RUDBECKA HIRTA	BLACK-EYED SUSAN
2	SOLIDAGO NEMORALIS	GREY GOLDENROD
2	SOLIDAGO SPECIOSA	SHOWY GOLDENROD

LAWN MIX - SUN TO PARTIAL SHADE		
LBS/ACRE	GRASSES	
20	LOLIUM MULTIFLORUM	ANNUAL RYEGRASS
100	POA PRATENSIS	KENTUCKY BLUEGRASS
100	LOLIUM PERENNE	PERENNIAL RYEGRASS



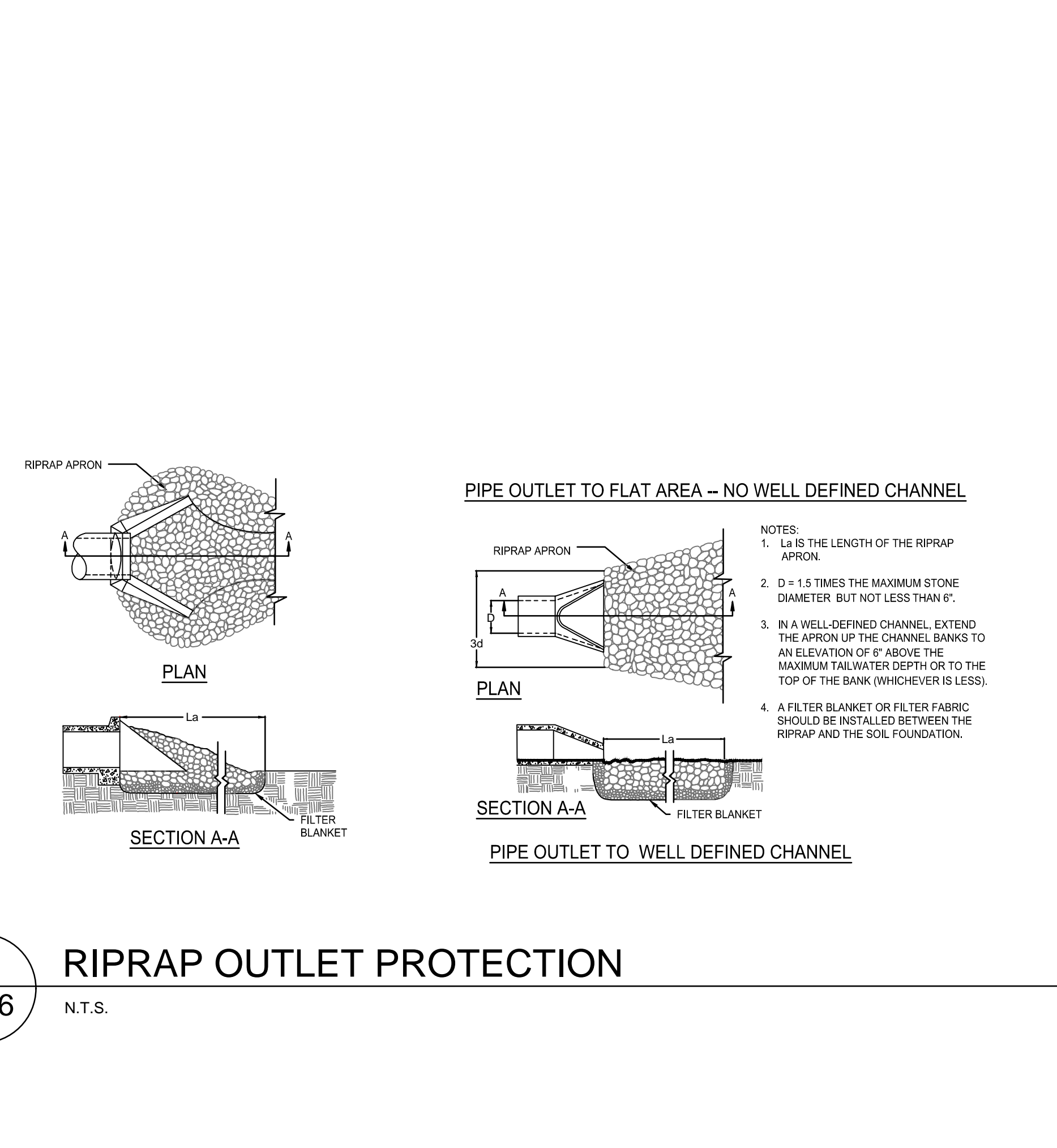
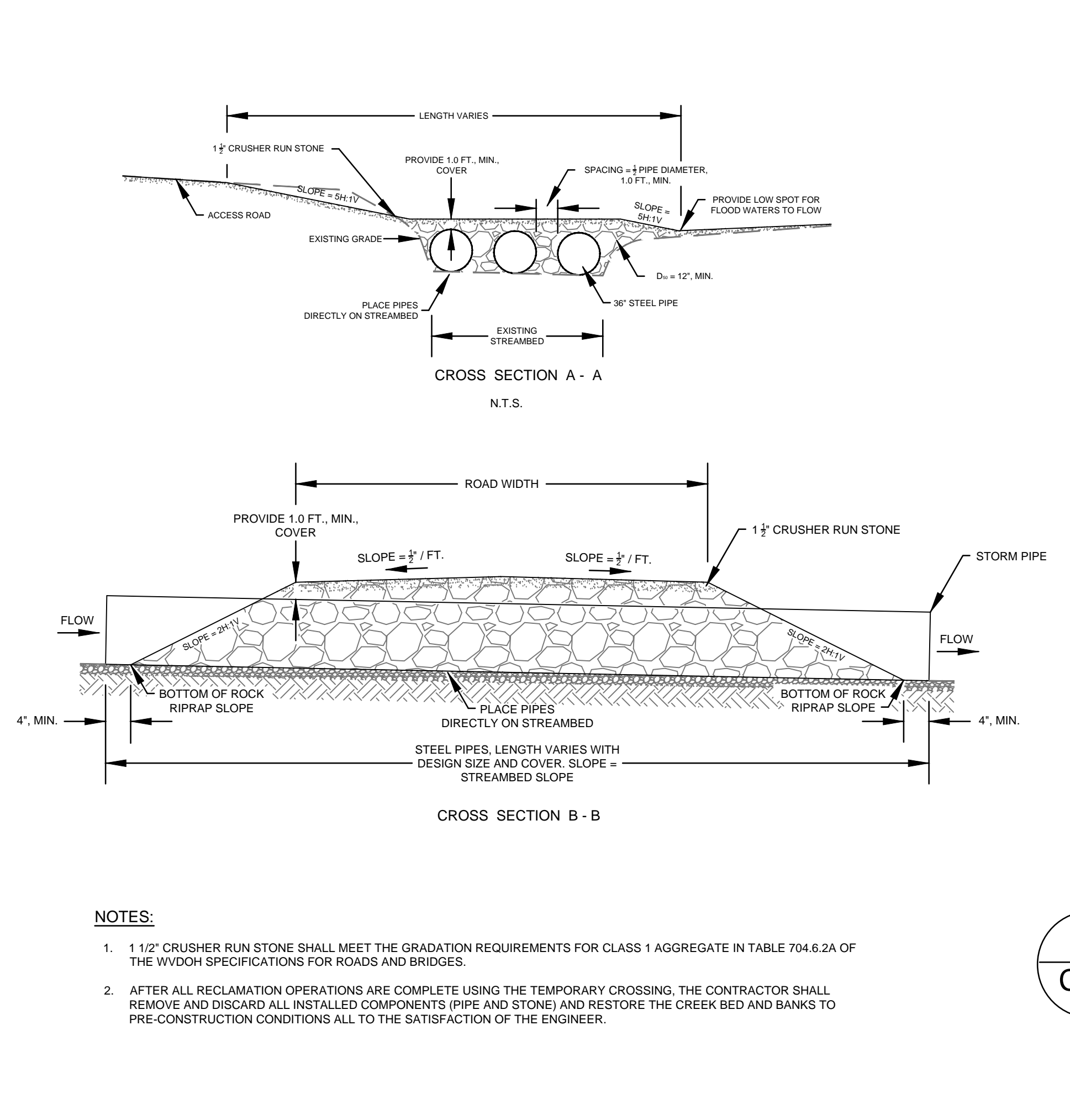
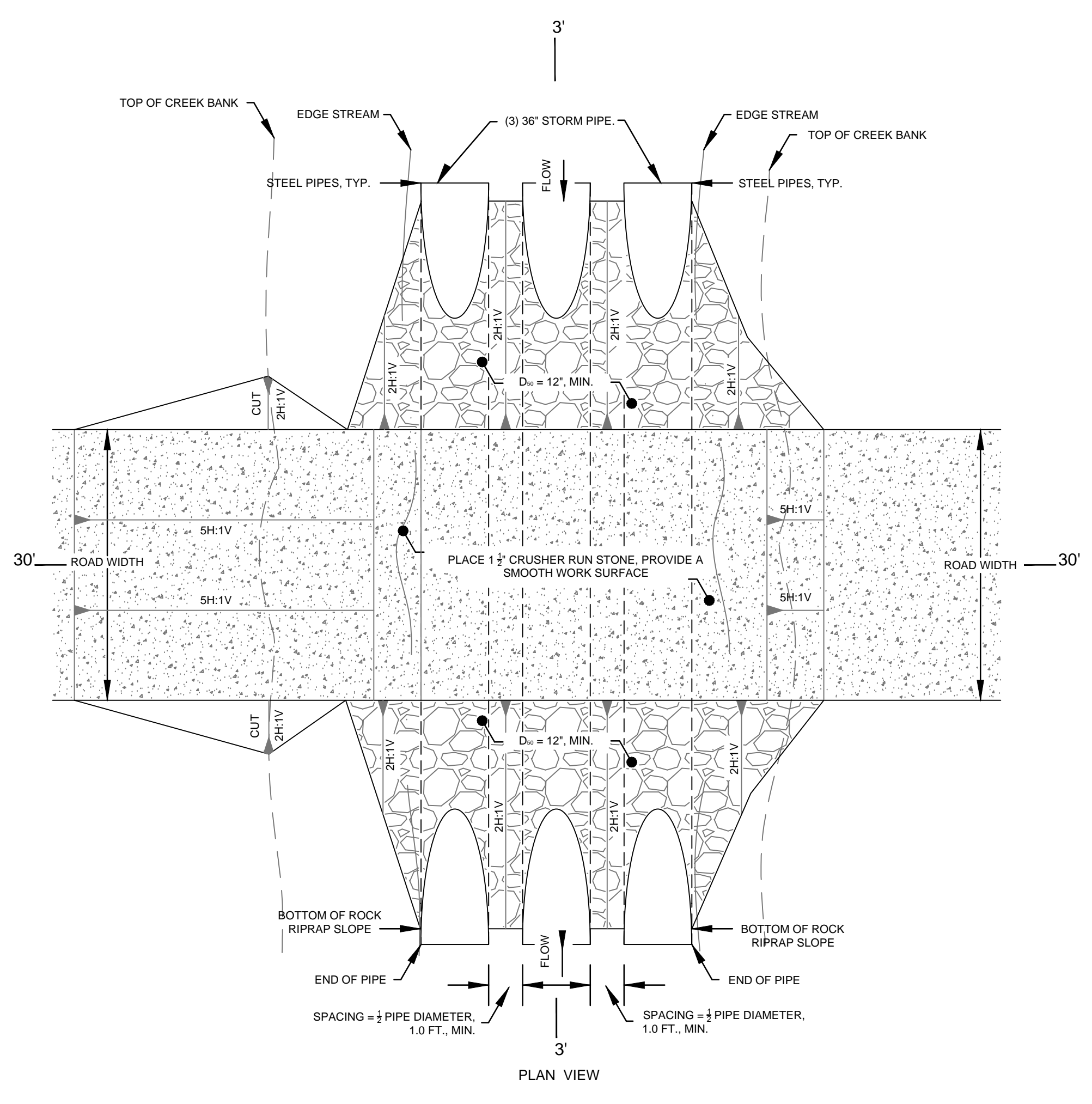
TRIAD ENGINEERING, INC.
10641 TEAYS VALLEY ROAD
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CABELL COUNTY, WEST VIRGINIA
RECONSTRUCTION PLAN

TRIAD
TRIAD ENGINEERING, INC.
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SHEET NUMBER:
C-05
PROJECT No.: 04-23-0374



1
C-06
TEMPORARY STREAM CROSSING
N.T.S.

2
C-06
RIPRAP OUTLET PROTECTION
N.T.S.

3
C-06
DEWATERING BAG
N.T.S.

NOTES:

- 1 1/2" CRUSHER RUN STONE SHALL MEET THE GRADATION REQUIREMENTS FOR CLASS 1 AGGREGATE IN TABLE 704.6.2A OF THE WDOGH SPECIFICATIONS FOR ROADS AND BRIDGES.
- AFTER ALL RECLAMATION OPERATIONS ARE COMPLETE USING THE TEMPORARY CROSSING, THE CONTRACTOR SHALL REMOVE AND DISCARD ALL INSTALLED COMPONENTS (PIPE AND STONE) AND RESTORE THE CREEK BED AND BANKS TO PRE-CONSTRUCTION CONDITIONS ALL TO THE SATISFACTION OF THE ENGINEER.

NOTES:

- LA IS THE LENGTH OF THE RIPRAP APRON.
- D = 1.5 TIMES THE MAXIMUM STONE DIAMETER BUT NOT LESS THAN 6".
- IN A WELL-DEFINED CHANNEL EXTEND THE APRON UP THE CHANNEL BANKS TO AN ELEVATION OF 6" ABOVE THE MAXIMUM TALLOWER DEPTH OR TO THE TOP OF THE BANK (WHICHEVER IS LESS).
- A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN THE RIPRAP AND THE SOIL FOUNDATION.

NOTES:

- THE BAG SHALL BE INSTALLED ON A VERY SLIGHT SLOPE SO INCOMING WATER FLOWS DOWNHILL THROUGH THE BAG WITHOUT CREATING MORE EROSION.
- THE NECK OF THE FILTER BAG SHALL BE TIGHTLY STRAPPED (MINIMUM TWO STRAPS) TO THE DISCHARGE HOSE.
- THE BAG SHOULD BE PLACED ON AN AGGREGATE OR HAY BALE BED TO MAXIMIZE WATER FLOW THROUGH THE ENTIRE SURFACE AREA OF THE BAG.
- THE FILTER BAG IS FULL WHEN IT NO LONGER CAN EFFICIENTLY FILTER SEDIMENT OR PASS WATER AT A REASONABLE RATE.
- FLOW RATES VARY DEPENDING ON THE SIZE OF THE DEWATERING DEVICE, AMOUNT OF SEDIMENT DISCHARGED INTO THE DEWATERING DEVICE, THE TYPE OF GROUND, ROCK OR OTHER SUBSTANCE UNDER THE BAG AND THE DEGREE OF THE SLOPE ON WHICH THE BAG LIES. THE FILTER BAG SHOULD BE SIZED TO ACCOMMODATE THE ANTICIPATED FLOW RATES FROM THE TYPE OF PUMP USED. TYPICALLY, FILTER BAGS CAN HANDLE FLOW RATES OF UP TO 1,000 GALLONS PER MINUTE, BUT IN ALL CASES FOLLOW THE MANUFACTURER'S RECOMMENDATIONS FOR FLOW RATES.
- USE OF EXCESSIVE FLOW RATES OR OVERFILLING THE DEWATERING DEVICE WITH SEDIMENT WILL CAUSE RUPTURES OF THE BAG OR FAILURE OF THE HOSE ATTACHMENT STRAPS.
- THE FILTER BAG CAN BE LEFT IN PLACE AFTER CUTTING THE TOP OFF AND SEEDING AND MULCHING THE ACCUMULATED SEDIMENT, OR REMOVED AND DISPOSED OF OFFSITE IN AN APPROVED LANDFILL.
- EACH STANDARD DEWATERING DEVICE SHALL HAVE A FILL SPOUT LARGE ENOUGH TO ACCOMMODATE THE DISCHARGE HOSE. USE TWO STAINLESS STEEL STRAPS TO SECURE THE HOSE AND PREVENT PUMPED WATER FROM ESCAPING WITHOUT BEING FILTERED.
- THE DEWATERING DEVICE SHALL BE A NON-WOVEN BAG WHICH IS SEWN WITH A DOUBLE NEEDLE STITCHING USING A HIGH STRENGTH THREAD.
- THE DEWATERING DEVICE SEAMS SHALL HAVE AN AVERAGE WIDE WIDTH STRENGTH PER ASTM D 4884 OF 100 LB/IN (1.14 kg/meter).
- THE GEOTEXTILE FABRIC SHALL BE A NON-WOVEN FABRIC.

SMART FENCE 36" INSTALLATION NOTES:

STEP 1: EXCAVATE TRENCH A MAXIMUM OF 2' WIDE AND 4" DEEP. THE TRENCH SHALL BE HAND-CLEANED FOLLOWING EXCAVATION TO REMOVE BULKY DEBRIS SUCH AS ROCKS, STICKS, AND SOIL CLODS FROM THE TRENCH. DRIVE HARDWOOD POSTS, HAVING MINIMUM 1" X 2" CROSS-SECTION DIMENSIONS AND 48" LONG, INTO THE GROUND. DRIVE POST INTO GROUND A MINIMUM OF 16" DEPTH. POST SPACING MUST BE NO GREATER THAN 6 FT MAXIMUM.

STEP 2: LAYOUT SMARTFENCE 36 ALONG PROPOSED FENCE LINE NEXT TO ANCHOR TRENCH. LOCATE ONE END OF THE SMARTFENCE 36 AND POSITION NEAR THE INITIAL POST. POSITION SMARTFENCE 36 VERTICALLY ALONG THE INITIAL POST.

STEP 3: FOR THE INITIAL POST, PLACE THE END OF SMARTFENCE 36 ALONG THE POST HEIGHT AND ROTATE THE POST 360 DEGREES, MAINTAINING TENSION ON THE FENCE SYSTEM. SECURE THE FENCE TO THE POST USING HEAVY-DUTY WIRE STAPLES (HAVING 1/2 INCH LENGTH AND 1" WIDTH) AT THE TWO (2) ORANGE-COLORED BAND LOCATIONS AND AT A LOCATION HALFWAY BETWEEN THE TWO ORANGE BANDS (MINIMUM 3 ATTACHMENT LOCATIONS). ALTERNATE STAPLES MAY BE USED OF A SIZE AND TYPE AS APPROVED BY THE STATE DOT.

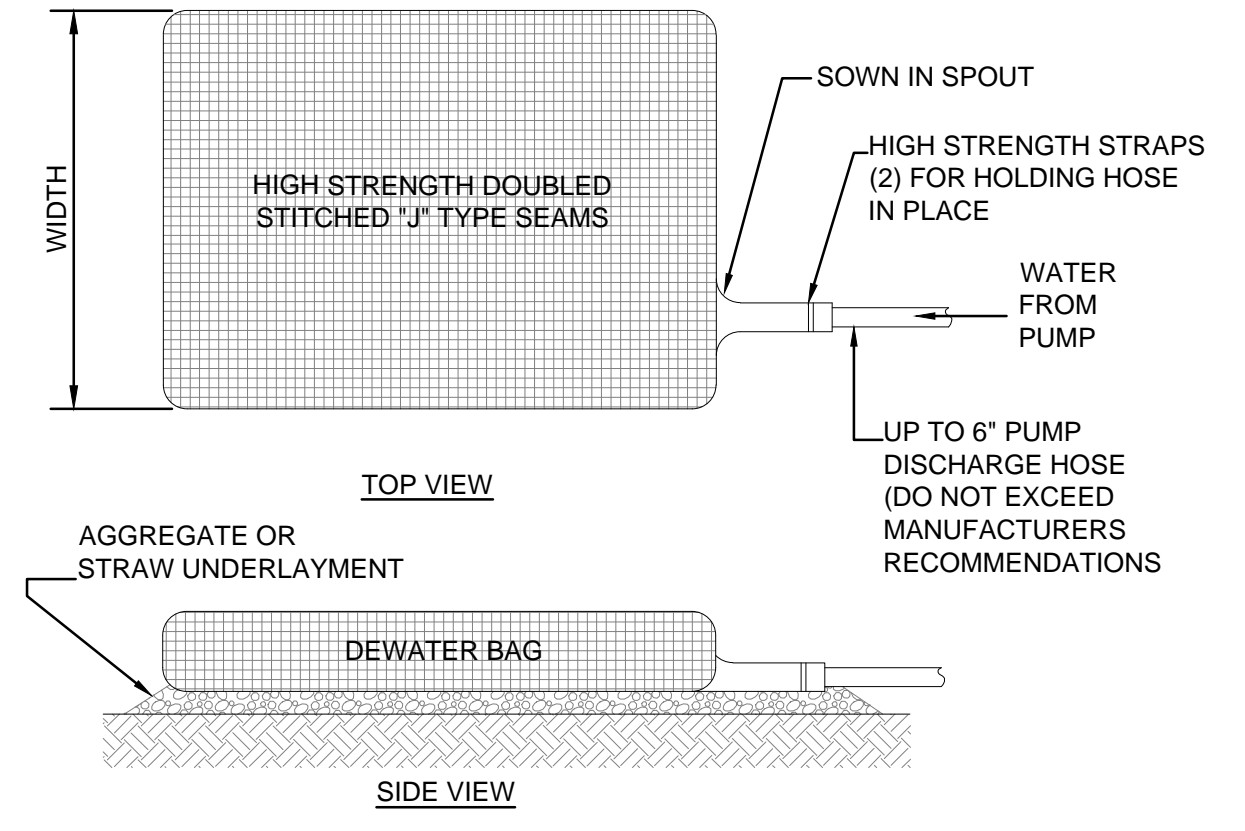
STEP 4: DRIVE THE INITIAL POST WITH THE ATTACHED FENCE INTO THE GROUND TO 16" DEPTH.

STEP 5: DRIVE THE INTERIOR POSTS OF THE FENCE SYSTEM INTO THE GROUND AT LEAST 16".

STEP 6: MOVE TO THE NEXT POST WHILE PULLING SMARTFENCE 36 TIGHTLY. POSITION THE SMARTFENCE 36 IN FRONT OF THE ADJACENT POST IN PREPARATION FOR FASTENING THE FENCE TO THE POST. SECURE THE FENCE TO THE POST USING STAPLES AT THE TWO (2) ORANGE-COLORED BAND LOCATIONS AND AT A LOCATION HALFWAY BETWEEN THE TWO ORANGE BANDS (MINIMUM 3 ATTACHMENT LOCATIONS) AS INSTRUCTED IN STEP 3.

STEP 7: AFTER THE INTERIOR POSTS HAVE BEEN FASTENED TO THE SMARTFENCE 36, SECURE THE FENCE TO THE FINAL POST BY PULLING THE FINAL SECTION OF FENCING TAUT. THEN ROTATING THE POST 360 DEGREES, MAINTAINING TENSION ON THE FENCE SYSTEM. SECURE THE FENCE TO THE POST USING STAPLES AT THE TWO (2) ORANGE-COLORED BAND LOCATIONS AND AT A LOCATION HALFWAY BETWEEN THE TWO ORANGE BANDS (MINIMUM 3 ATTACHMENT LOCATIONS) AS INSTRUCTED IN STEP 3. DRIVE THE FINAL POST INTO THE GROUND TO 16" DEPTH.

STEP 8: PLACE BOTTOM 6 INCHES OF FABRIC INTO THE TRENCH. BACKFILL TRENCH (OVERFILL) WITH SOIL PLACED AROUND FABRIC. COMPACT SOIL BACKFILL WITH EITHER MANUAL TAMPING (OR OTHER MANUAL MEANS) OR VIA MECHANICAL EQUIPMENT SUCH AS THE FRONT WHEEL OF A TRACTOR, SKID STEER, ROLLER, OR OTHER DEVICE (PER NOTE 5 OF ASTM D 6462 STANDARD PRACTICE FOR SILT FENCE INSTALLATION). DO NOT DAMAGE THE FABRIC DURING COMPACTION (DAMAGED FABRIC SHALL BE REPLACED).



PROPERTIES	TEST METHOD	ENGLISH*
GRAB TENSILE	ASTM D-4632	250 lbs.
PUNCTURE	ASTM D-4833	165 lbs.
FLOW RATE	ASTM D-4491	70 gal/min/s.f.
PERMITIVITY	ASTM D-4491	1.3 sec.-1
MULLEN BURST	ASTM D-3786	550 lbs/s.l.
UV	ASTM D-4355	70%
AOS % RETAINED	ASTM D-4751	100%

* ALL PROPERTIES ARE A MINIMUM AVERAGE ROLL VALUE.

3
C-06
DEWATERING BAG
N.T.S.

4
C-06
SMART FENCE DETAIL

NO.	DATE	DESCRIPTION	BY

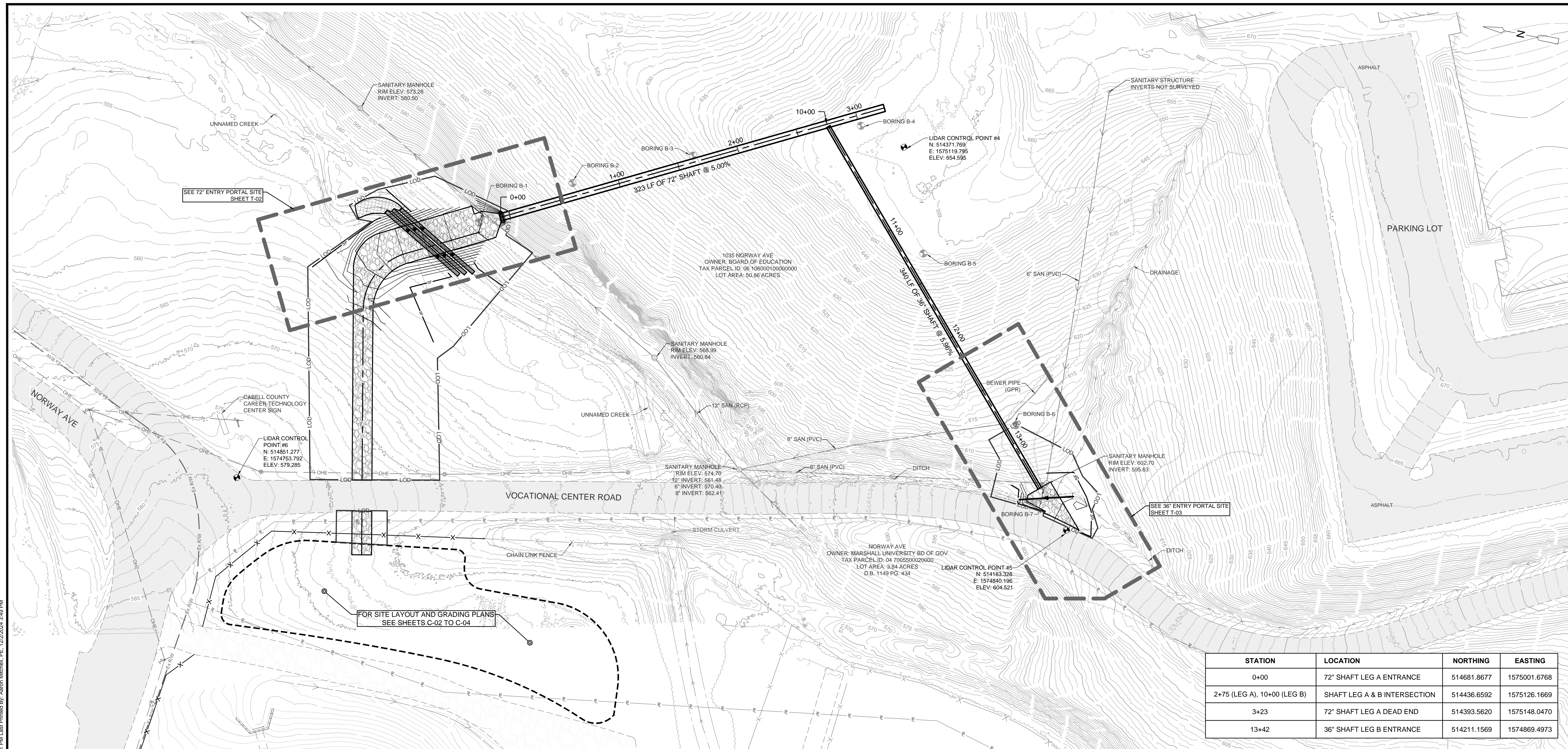
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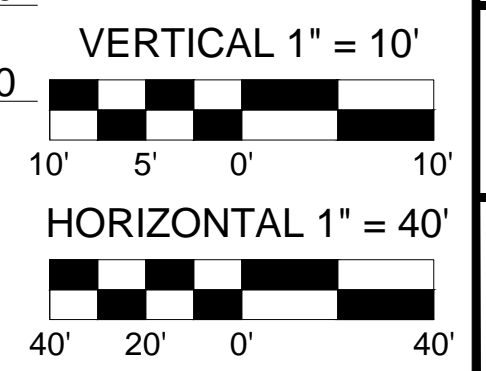
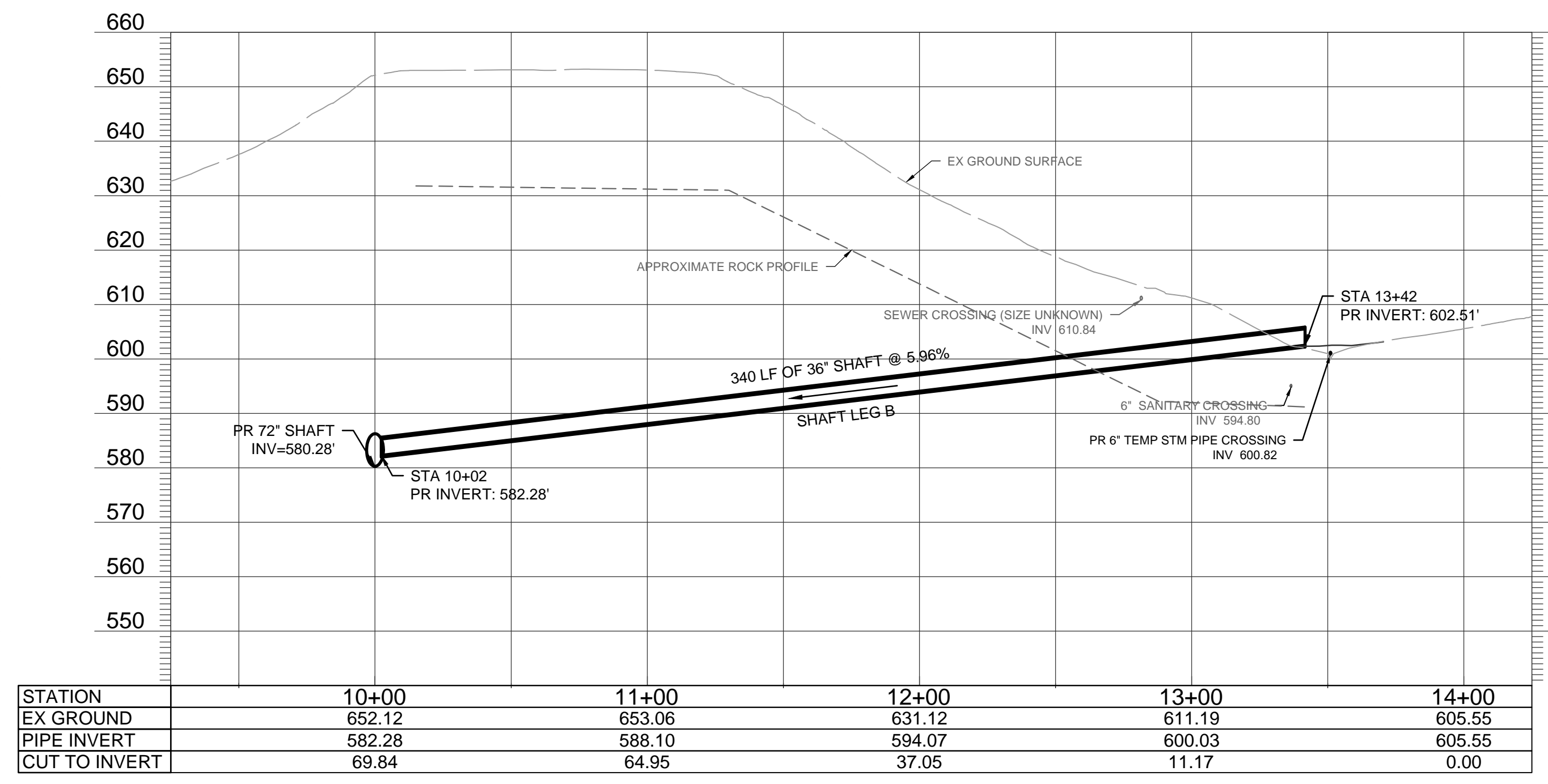
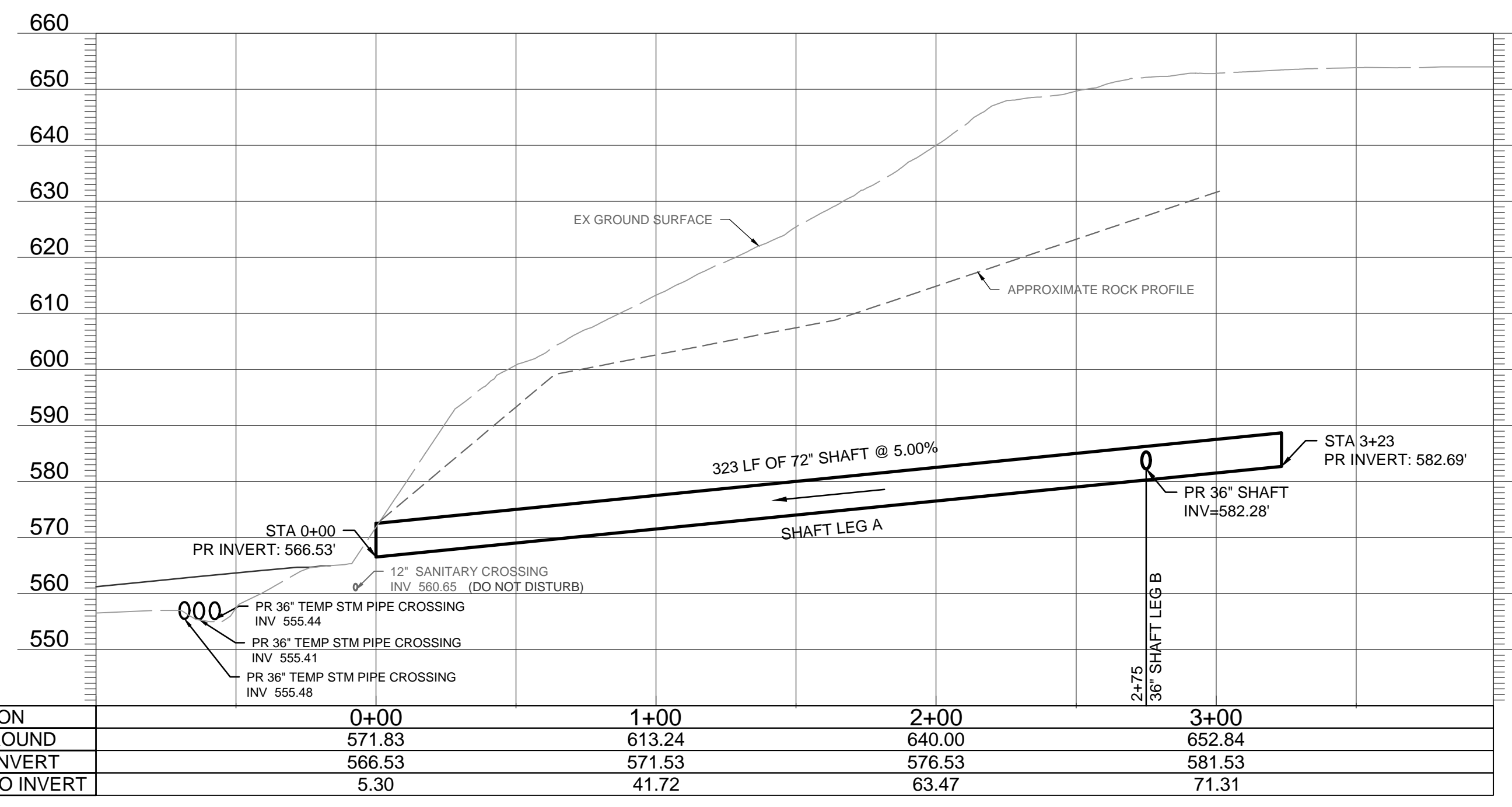
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STATION	LOCATION	NORTHING	EASTING
0+00	72" SHAFT LEG A ENTRANCE	514681.8677	1575001.6768
2+75 (LEG A), 10+00 (LEG B)	SHAFT LEG A & B INTERSECTION	514436.6592	1575126.1669
3+23	72" SHAFT LEG A DEAD END	514393.5620	1575148.0470
13+42	36" SHAFT LEG B ENTRANCE	514211.1569	1574869.4973



STATION	0+00	1+00	2+00	3+00
EX GROUND	571.83	613.24	640.00	652.84
PIPE INVERT	566.53	571.53	576.53	581.53
CUT TO INVERT	5.30	41.72	63.47	71.31

STATION	10+00	11+00	12+00	13+00	14+00
EX GROUND	652.12	653.06	631.12	611.19	605.55
PIPE INVERT	582.28	588.10	594.07	600.03	605.55
CUT TO INVERT	69.84	64.95	37.05	11.17	0.00

DLZ CORPORATION
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 OFFICE LOCATIONS:
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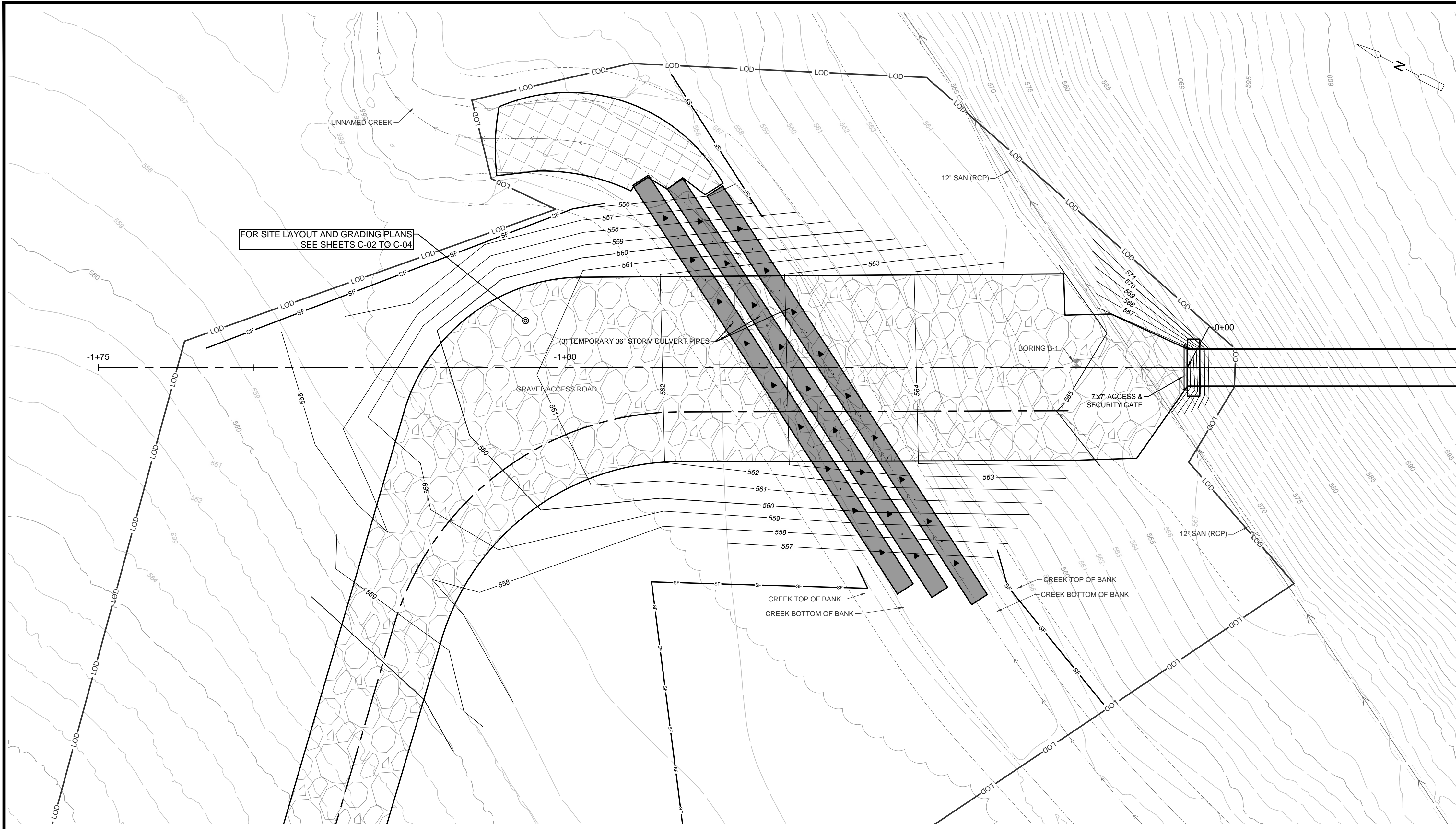
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AJM	12/22/2024		

MARSHALL UNIVERSITY CF4
 CABELL COUNTY, WEST VIRGINIA
OVERALL PLAN AND PROFILE

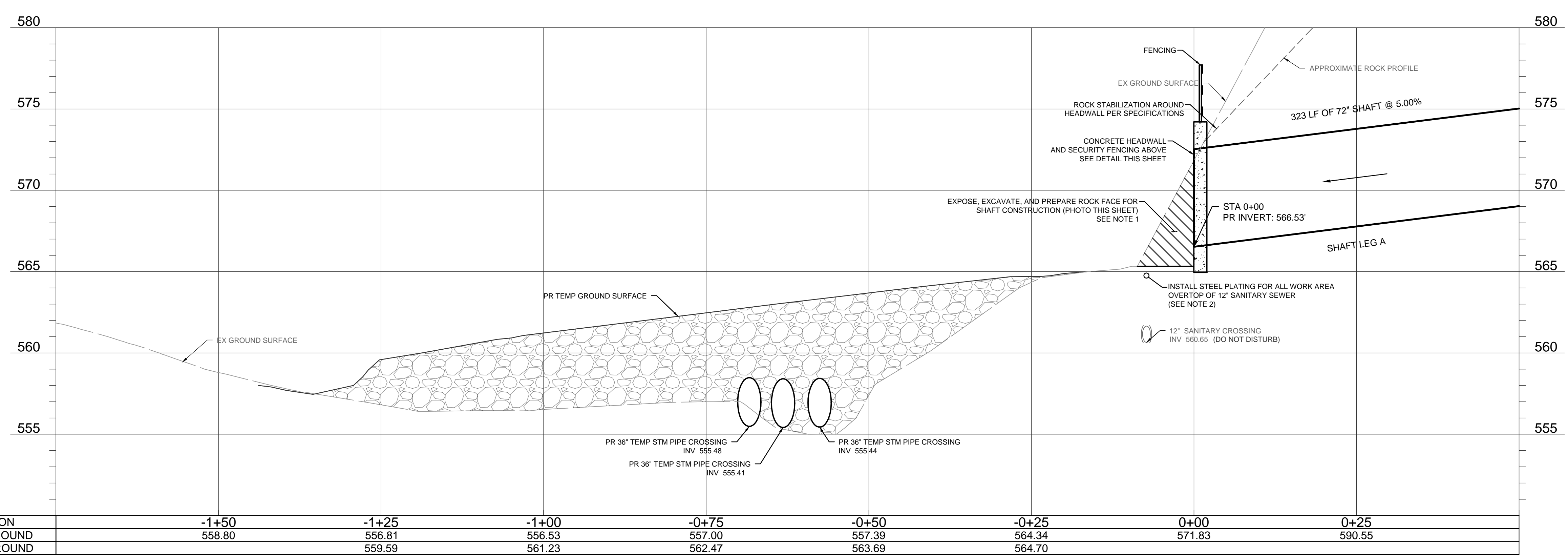
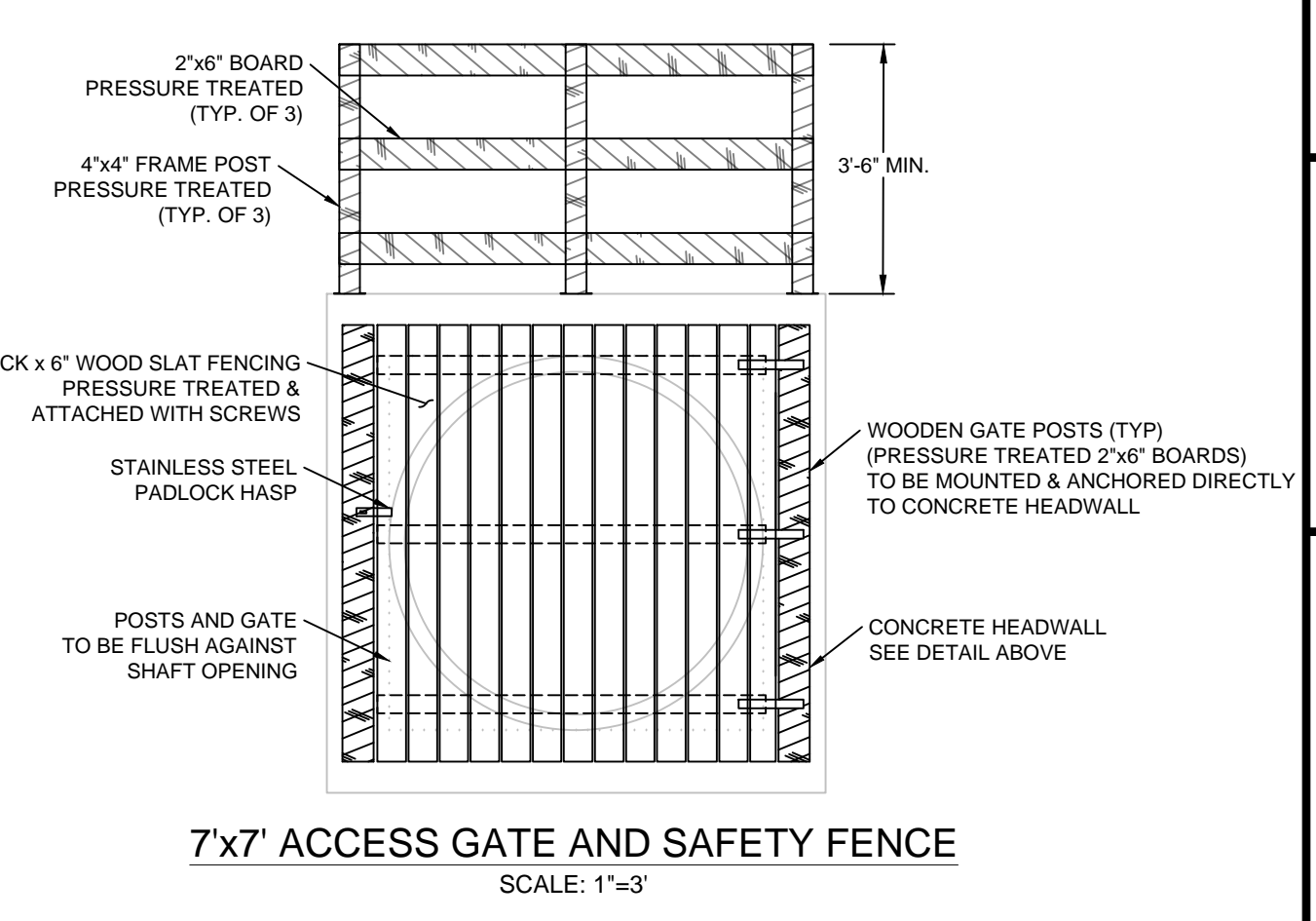
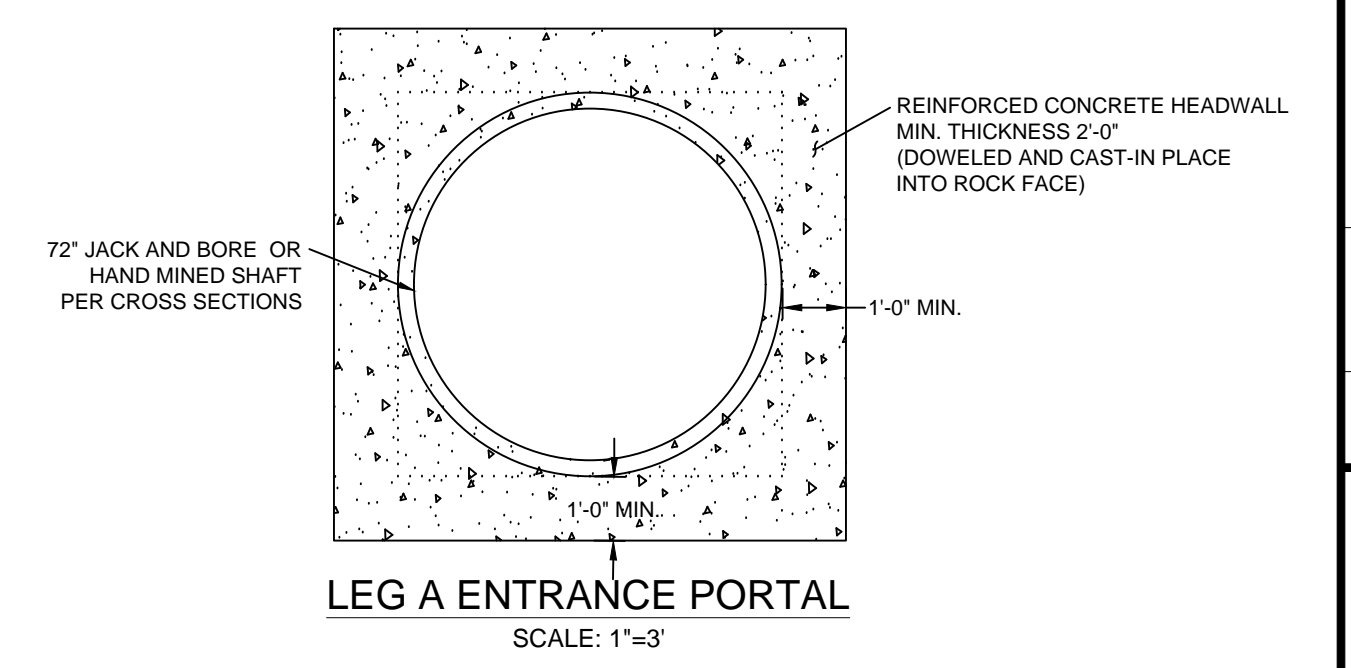
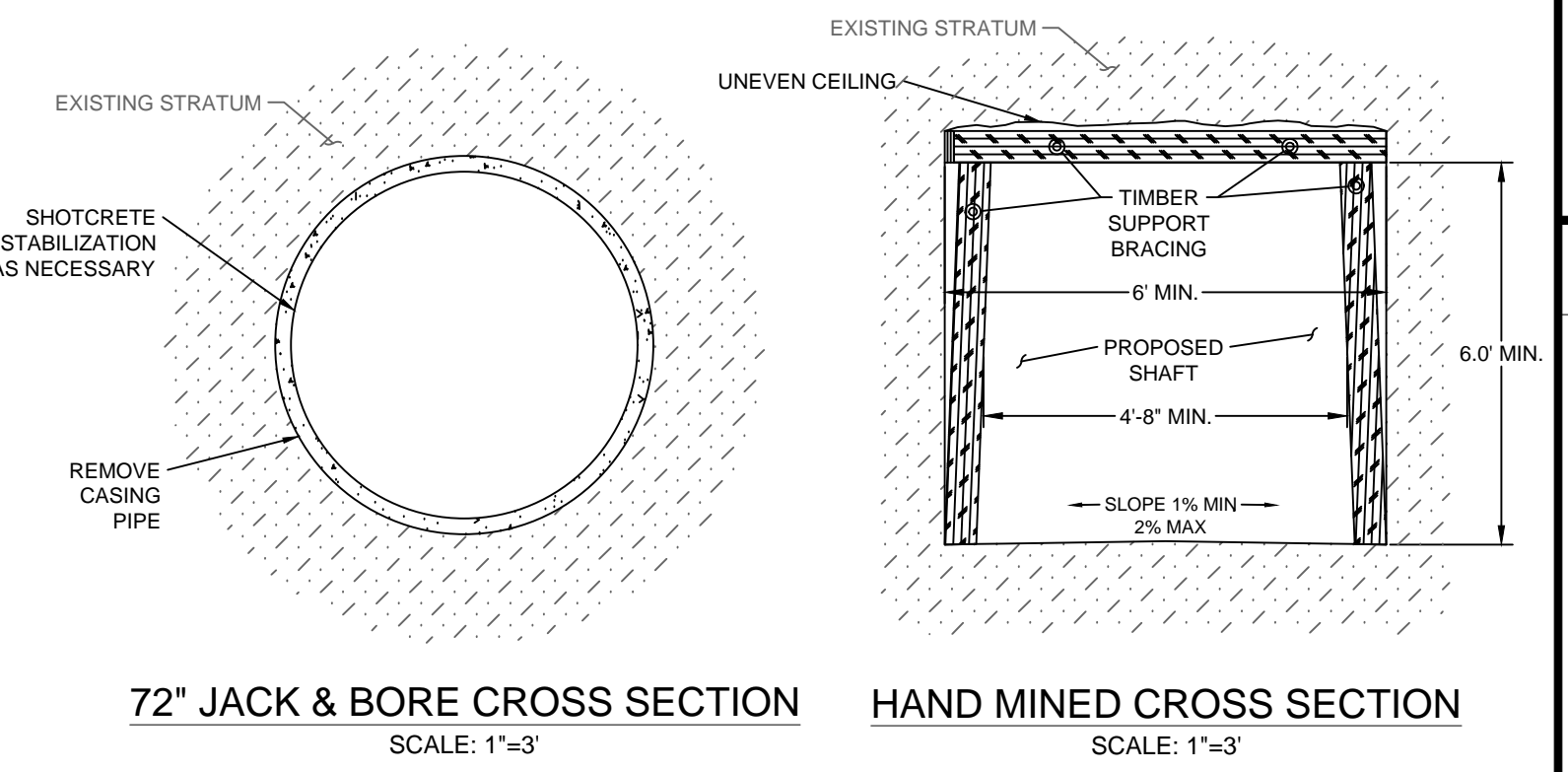
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SHEET NOTES:

1. THE TOPOGRAPHY AT THE 72" ENTRY PORTAL IS AN EXISTING ROCK OUTCROP WITHIN THE HILLSIDE (SEE APPROXIMATE PHOTO LOCATION THIS SHEET). THE CONTRACTOR IS RESPONSIBLE FOR EXCAVATING AND PREPARING THE ROCK FACE FOR SHAFT CONSTRUCTION. CONTRACTOR TO PROVIDE A TUNNEL PORTAL STABILIZATION SHOP DRAWING FOR REVIEW BY THE ENGINEER BASED ON THE CONDITIONS ENCOUNTERED. SEE SPECIFICATIONS.
2. PRIOR TO SHAFT CONSTRUCTION, CONTRACTOR SHALL LOCATE AND EXPOSE THE EXISTING 12" SANITARY SEWER AT THE 72" ENTRY PORTAL TO VERIFY THE ELEVATION OF THE PIPE. THE CONTRACTOR SHALL INSTALL A STEEL PLATE AND PROTECT THE SEWER AT ALL TIMES.
3. FOR THE 72" ENTRY PORTAL AND LEG A, THE CONTRACTOR SHALL CONSTRUCT THE SHAFT PER THE 72" JACK & BORE CROSS SECTION OR THE HAND MINED CROSS SECTION. SEE DETAILS THIS SHEET.
4. IF CONSTRUCTION OCCURS VIA JACK & BORE, CONSTRUCTION OF A BACKSTOP IS ANTICIPATED. THE BACKSTOP SHALL BE CONSTRUCTED TO AVOID IMPACTS TO THE PROPOSED CULVERT PIPES. ALL INFRASTRUCTURE RELATED TO THE BACKSTOP SHALL BE REMOVED WHEN CONSTRUCTION IS COMPLETE.



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CABELL COUNTY, WEST VIRGINIA

**72 INCH SHAFT ENTRY PORTAL
PLAN AND PROFILE**

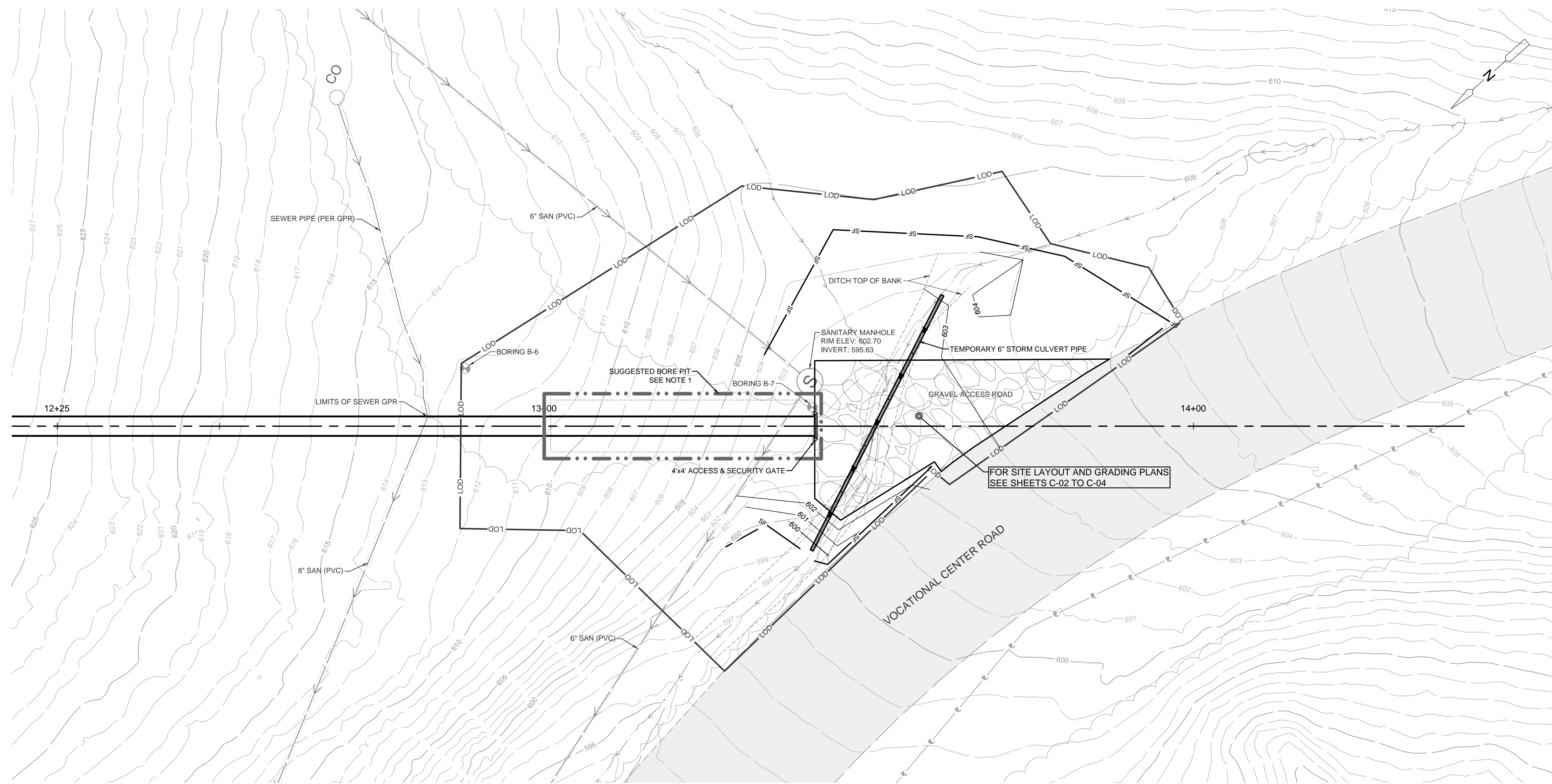
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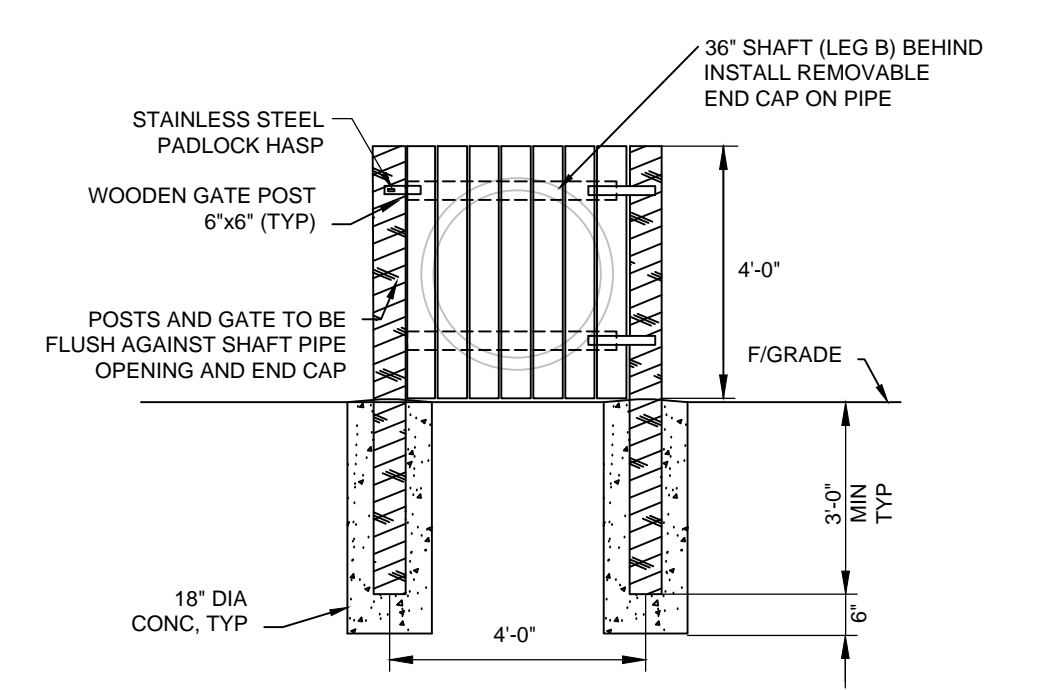
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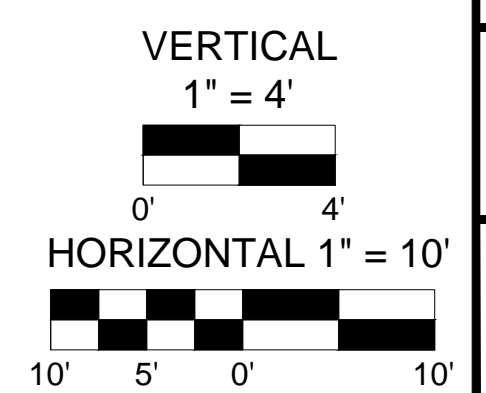
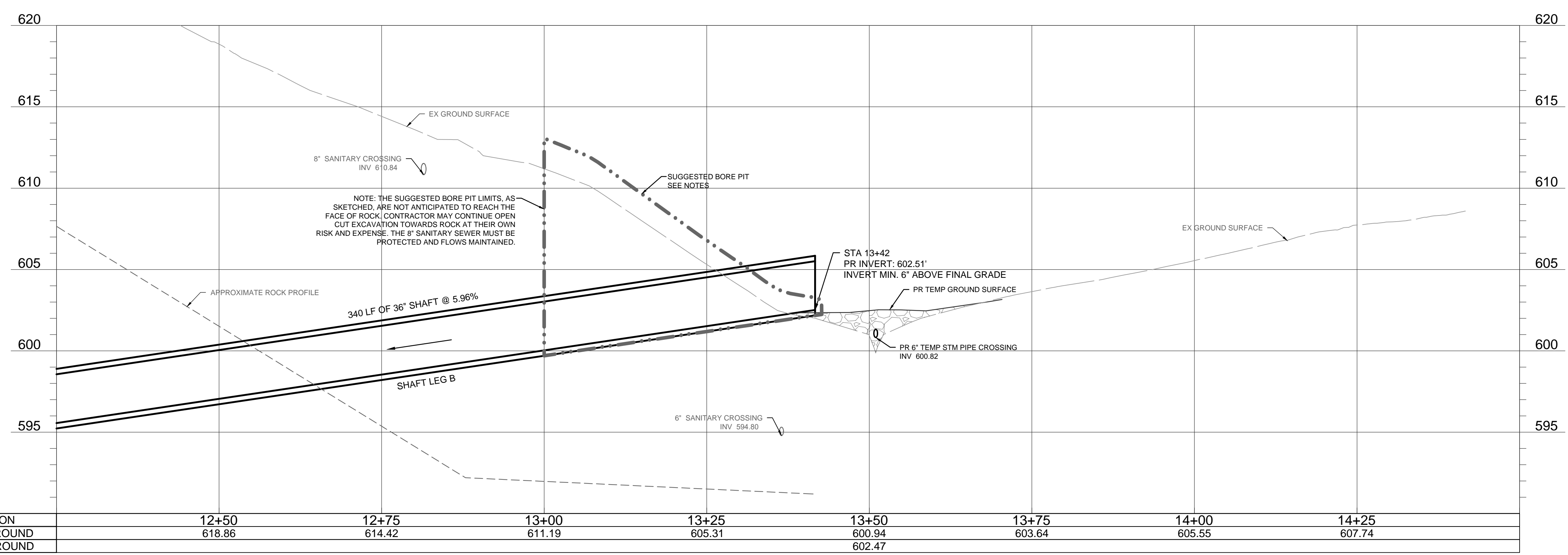


SHEET NOTES:

1. THE TOPOGRAPHY AT THE 36" ENTRY PORTAL IS A PARTIALLY CLEARED WOODY AREA WITH SOIL OVERBURDEN. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING THIS SITE FOR THE 36" SHAFT CONSTRUCTION, INCLUDING BUT NOT LIMITED TO CLEARING & GRUBBING, EXCAVATION, AND GRADING. THE SITE SHALL BE RESTORED TO LIKE OR BETTER CONDITIONS FOLLOWING INSTALLATION OF THE SUGGESTED BORE PIT AND SHAFT CONSTRUCTION.
2. PRIOR TO SHAFT CONSTRUCTION, CONTRACTOR SHALL LOCATE AND EXPOSE THE EXISTING 6" AND 8" SANITARY SEWERS AT THE 36" ENTRY PORTAL TO VERIFY THE ELEVATIONS OF THE PIPES. THE CONTRACTOR SHALL PROTECT THE SEWERS AT ALL TIMES.
3. FOR THE 36" ENTRY PORTAL AND LEG B, THE CONTRACTOR SHALL CONSTRUCT THE SHAFT USING JACK AND BORE CONSTRUCTION METHODS.
4. PROVIDE END CAP FOR 36" PIPE BETWEEN THE ENTRY AND ACCESS/SECURITY GATE.
5. CONSTRUCTION OF A BACKSTOP IS ANTICIPATED. THE BACKSTOP SHALL BE CONSTRUCTED TO AVOID IMPACTS TO EXISTING SEWER PIPES. ALL INFRASTRUCTURE RELATED TO THE BACKSTOP SHALL BE REMOVED WHEN CONSTRUCTION IS COMPLETE.



4'x4' ACCESS GATE AND END CAP
SCALE: 1"=3'



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MARSHALL UNIVERSITY CF-4 CABELL COUNTY, WEST VIRGINIA		36 INCH SHAFT ENTRY PORTAL PLAN AND PROFILE	
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DLZ		SHEET NUMBER: T-03	

Exhibit C

Criteria for Selection of
Lowest Qualified Bidder
and
Bid Document Examples

MARSHALL UNIVERSITY
CRITERIA FOR SELECTION OF LOWEST
RESPONSIBLE AND RESPONSIVE BIDDER FOR CONSTRUCTION PROJECTS

Pursuant to the laws of the State of West Virginia and Marshall University's Board of Governors Policy FA-9, Purchasing Policy, construction projects over \$100,000.00 must award bids only to the lowest responsible and responsive vendor. Therefore, Marshall University must consider the following factors, and the information from the Contractor's Qualification Statement (AIA Document A305-2020), when making a determination as to whether a contractor's bid is not only the lowest, but is also responsible and responsive. Therefore, the apparent low vendor with the lowest bid must respond in writing to the following thirteen (13) items and provide a completed AIA Document A305-1986 (Contractors Qualification Statement) to the Facilities Planning & Management, and the Office of Purchasing within twenty-four (24) hours after the bid opening. These documents will be used in the bid evaluation process to determine if the Vendor is both responsible and responsive. For all responses, please include any other company/vendor names that you have operated under that are included in the responses provided. Also include the years of experience the company/vendor has in the construction, renovation, or building repair business.

1. The company/vendor's participation in a drug program that meets the objectives, applicable laws and regulations for a drug free workplace including the use of tobacco and alcohol on school properties.

2. The continuity, experience, and skill of the company/vendor's work force and that of the company/vendor's designated subcontractors.

3. The company/vendor's performance on similar construction projects. Please list the three (3) most current similar projects.

4. The company/vendor's ability to successfully complete projects within the proposed schedules and deadlines.

5. The company/vendor's participation in a *bona fide* joint apprenticeship program that is approved by the US Department of Labor, US Bureau of Apprenticeship Training and is administered in compliance with the rules and regulations of the WV Department of Labor. [See DOL 42-7-3.1(i)]

6. The company/vendor's history of compliance with Worker's Compensation and Unemployment Compensation laws.

7. The company/vendor's history of compliance with OSHA requirements.

8. The company/vendor's subcontractor's compliance with state regulatory agencies i.e. WV Department of Labor, the WV Insurance Commission, Workforce WV, WV Secretary of State's Office, etc.

- 9. The company/vendor's local hiring plan and history of compliance with the WV Jobs Act, (W. Va. Code, Chapter 21, Article 1C) regarding use of the local labor market.

- 10. The bonding record of the company/vendor.

- 11. The company/vendor's participation as a party in any legal action where an awarded liability could negatively impact the ability of the company/vendor to complete this project.

- 12. The company/vendor's financial stability and its impact on the company's ability to complete the project.

All of the factors, as outlined above as supported by the accompanying Contractors Qualification Statement, will be considered by Marshall University in determining the “best” responsible and responsive Vendor.

Company

Authorized Signature

Printed Name and Title of Authorized Representative

Date

Phone Number

Fax Number

Note: Your responses should be submitted with the bid to expedite document processing.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
West Virginia Board of Risk & Insurance Management 1124 Smith Street Suite 4300		PHONE (A/C No, Ext): 304-766-2646	FAX (A/C No): 304-558-6004
Charleston WV 25301		E-MAIL ADDRESS: brim.underwriting@wv.gov	
INSURED		INSURER(S) AFFORDING COVERAGE	
BLANK Forms		INSURER A: National Union Fire Co of Pittsburgh PA	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

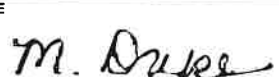
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR: INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WRONGFUL ACT <input checked="" type="checkbox"/> PROFESSIONAL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		L	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ NONE \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		L	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	L STOP GAP	07/01/2021	07/01/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to the Provisions, Conditions and Exclusions of the policies listed above, it is agreed that the Certificate Holder is an "Additional Insured" with respects to:

CERTIFICATE HOLDER**CANCELLATION**

MARSHALL UNIVERSITY ONE JOHN MARSHALL DRIVE HUNTINGTON, WV 25755	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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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 _____ (Q)
(Name of Principal)

(R)

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

Title

Surety Seal _____ (V)
(Name of Surety)

(U)

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.

Agency _____
REQ.P.O# _____

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 _____ (Seal)
(Contractor Name)

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

Surety Corporate Seal _____ (Title)

_____ (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.

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

Attorney General

This _____ day of _____ 20 _____.

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.**



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)

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 _____

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

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

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

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

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

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

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

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

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

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

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

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

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

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

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Exhibit D

Pricing Page

R2501527
Marshall University
CF4 - Subterranean Testing Facility
Exhibit "D" Pricing Page

Bidder Information:

Company Name: _____

Company Representative: _____

Item #	Item Description	Unit of Measure	Unit Price
3.1	CF4 - Subterranean Testing Facility	1 Each	\$
TOTAL			\$



R2501527 - Marshall University CF4 - Subterranean Testing Facility Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Proposal	File Type: PDF (.pdf)	Multiple	Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://marshall.bonfirehub.com/opportunities/166109>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Feb 10, 2025 3:00 PM EST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Marshall University uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>