



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 548536

Procurement Type: Central Purchase Order

Vendor ID: VS0000018794

Legal Name: Smith Art Conservation, LLC

Alias/DBA: Smith Art Conservation

Total Bid: \$57,296.00

Response Date: 04/24/2019

Response Time: 0:56

SO Doc Code: CRFQ

SO Dept: 0211

SO Doc ID: GSD1900000020

Published Date: 4/16/19

Close Date: 4/24/19

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 1 WV Capitol
Campus Monuments Restoration

Total of Header Attachments: 3

Total of All Attachments: 3



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 548536

Solicitation Description : Addendum No. 1 WV Capitol Campus Monuments Restoration

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-04-24 13:30:00	SR 0211 ESR04231900000004895	1

VENDOR
VS0000018794 Smith Art Conservation, LLC Smith Art Conservation

Solicitation Number: CRFQ 0211 GSD1900000020

Total Bid : \$57,296.00 **Response Date:** 2019-04-24 **Response Time:** 00:56:49

Comments: We do not have a contractor's license, and our subcontractor who will carry out wood fabrication for the bell yoke is an expert mill worker and woodsmith operating out of Lexington, KY and also does not have a contractor's license. We also will not be employing any local work force or WV labor. All work and scheduling, if given contract, will be coordinated with WV. Ultimately, we do not agree with the designation of this project as "Construction", therefore we are unable to abide by the strict terms set forth in the bid however- our work, experience, attendance at the pre-bid, and references should be enough to allow us to compete

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Restoration of Liberty Bell Monument				\$20,141.00

Comm Code	Manufacturer	Specification	Model #
93141713			

Extended Description : Per attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Restoration of Lincoln Walks Monument				\$15,772.00

Comm Code	Manufacturer	Specification	Model #
93141713			

Extended Description : Restoration of Lincoln Walks Monument

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Restoration of Fallen Partner Monument				\$9,659.00

Comm Code	Manufacturer	Specification	Model #
93141713			

Extended Description : Restoration of Fallen Partner Monument

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Restoration of Coal Miner Monument				\$6,034.00

Comm Code	Manufacturer	Specification	Model #
93141713			

Extended Description : Restoration of Coal Miner Monument

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Restoration of Fallen Firefighters Monument				\$5,690.00

Comm Code	Manufacturer	Specification	Model #
93141713			

Extended Description :	Restoration of Fallen Firefighters Monument
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BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Smith Art Conservation, LLC
of Long Beach, California, as Principal, and Philadelphia Indemnity Insurance
Company of Bala Cynwyd, Pennsylvania, a corporation organized and existing under the laws of the State of _____
Pennsylvania with its principal office in the City of Bala Cynwyd, PA, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% of Bid Amount (\$ 5% of Bid Amount) 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
WV Capitol Campus Monuments Maintenance and Repairs Project:
Restoration of Liberty Bell Monument, Lincoln Walks Monument, Fallen Partner Monument, Coal Miner Monument, and the
Fallen Firefighters Monument

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
24th day of April, 2019.

Principal Corporate Seal

Smith Art Conservation, LLC
(Name of Principal)
By [Signature]
(Must be President or
Vice President)
Andrew Smith, Principal
(Title)

Surety Corporate Seal

Philadelphia Indemnity Insurance Company
(Name of Surety)
[Signature]
Attorney-in-Fact
John D. Weisbrot

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JOHN D. WEISBROT, PATRICIA A. TINSMAN, MELISSA L. MCDADE OR STEVEN M. VARGA its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

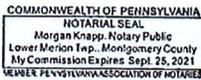
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

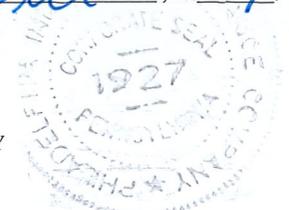
September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of April, 20 19.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



PHILADELPHIA INDEMNITY INSURANCE COMPANY

**Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus
(in thousands, except par value and share amounts)**

Admitted Assets

	As of December 31,	
	2017	2016
Bonds (fair value \$6,911,411 and \$6,366,973)	\$ 6,708,174	\$ 6,256,540
Preferred stocks (fair value \$50,134 and \$61,596)	48,537	60,425
Common stocks (cost \$31,965 and \$73,723)	33,817	71,273
Mortgage loans	400,590	358,530
Real estate	3,294	3,518
Other invested assets (cost \$234,382 and \$210,393)	240,475	216,318
Receivables for securities	399	2,527
Cash, cash equivalents and short-term investments	<u>140,468</u>	<u>44,778</u>
Cash and invested assets	7,575,754	7,013,909
Premiums receivable, agents' balances and other receivables	831,770	781,505
Reinsurance receivable on paid losses	33,955	23,669
Accrued investment income	86,998	77,957
Receivable from affiliates	6,611	5,883
Federal income taxes receivable	4,869	-
Net deferred tax asset	113,125	177,984
Other assets	<u>89</u>	<u>93</u>
Total admitted assets	<u>\$ 8,653,171</u>	<u>\$ 8,081,000</u>

Liabilities and Capital and Surplus

Liabilities:

Net unpaid losses and loss adjustment expenses	\$ 4,263,696	\$ 3,856,578
Net unearned premiums	1,533,201	1,449,732
Reinsurance payable on paid loss and loss adjustment expenses	23,933	13,357
Ceded reinsurance premiums payable	80,592	72,331
Commissions payable, contingent commissions and other similar charges	225,361	249,225
Federal income taxes payable	-	13,273
Accrued expenses and other liabilities	117,799	92,865
Payable to affiliates	10,761	12,467
Provision for reinsurance	1	642
Payable for purchased securities	<u>81,458</u>	<u>49,033</u>
Total liabilities	<u>\$ 6,336,802</u>	<u>\$ 5,809,503</u>

Capital:

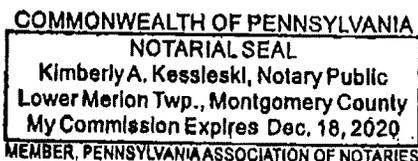
Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
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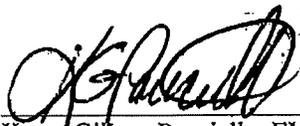
Surplus:

Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	<u>1,925,798</u>	<u>1,880,926</u>
Total surplus	<u>2,311,869</u>	<u>2,266,997</u>
Total capital and surplus	<u>2,316,369</u>	<u>2,271,497</u>
Total liabilities and capital and surplus	<u>\$ 8,653,171</u>	<u>\$ 8,081,000</u>

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:




 Karen Gilmer-Pauciello, EVP & CFO

Sworn to before me this 6th day of June 2018.


 Kimberly Kessleski, Notary

Smith Art Conservation, LLC Company Info

Formed in 2008 and established as an LLC in 2013, SAC works throughout the country performing historic stone and bronze conservation. We are proud of the wide, accomplished skill we offer in a variety of aspects, specifically the conservation and restoration of large-scale public works and monuments which continues to be our flagship service and propels our vision. In the past three years we have:

- Completed extensive conservation of **over 150** high-profile public sculptures, statues, and monuments.
- Completed conservation of large-scale works in **California, Alaska, New York, Texas, Montana, Tennessee, Illinois, Virginia, Colorado, Pennsylvania, Rhode Island and Washington DC** including extensive treatments of bronze, natural stone, masonry, and painted metal
- Completed extensive conservation of **59 large-scale** bronze statues **10 feet or taller**
- Performed ongoing annual/multi-annual maintenance on **19** permanent sculpture collections
- Completed conservation at **11** sites given **National Register of Historic Places** designation by the National Park Service

Project Team & Qualifications

All work by Smith Art Conservation LLC follows the American Institute for the Conservation of Historic Works (AIC) Code of Ethics and Guidelines for Practice as well as the US Department of the Interior Standards for Historic Buildings and Restoration.

Staff Member	Examples of Key Projects Completed 2015-2018
<p>Andrew Smith</p> <p>*Superintendent, Chief Conservator, Project Manager.</p> <p>Years of Professional Experience: 13</p>	<ul style="list-style-type: none"> • James K. Polk Tomb restoration • Andrew Jackson monument restoration • Juneau Federal Building facade restoration • Historic preservation and restoration on 20+ monuments and grave markers at Texas State Cemetery • Federal Reserve Bank Richmond sculpture restoration • Frank Lloyd Wright monuments conservation and concrete fabrication • Los Angeles Memorial Coliseum fresco conservation • Bronze surfer monument restoration and structural repair, Huntington Beach • Survey of Civil War monuments, Attleboro MA • Bronze monuments and plaques restoration, Helena MT • Restoration of War Memorial Monument - Wakefield, RI
<p>Erick Cole</p> <p>*Assistant Conservator</p> <p>Years of Professional Experience: 10</p>	<ul style="list-style-type: none"> • James K. Polk Tomb restoration • Andrew Jackson bronze monument restoration • Juneau Federal Building facade restoration • Historic preservation of Revolutionary War era grave markers at Franklin, TN cemetery • Federal Reserve Bank Richmond Monumental bronze sculpture restoration • Frank Lloyd Wright monuments conservation • Survey of Civil War monuments, Attleboro MA • Historic Flagpole Zinc re-coating and patina application on War Monument - Wakefield, RI
<p>Taylor Woods</p> <p>*Assistant Project Manager, Assistant Conservator</p> <p>Years of Professional Experience: 10</p>	<ul style="list-style-type: none"> • Solar III monument structural repair and engineering - Littleton, CO • Andrew Jackson bronze monument restoration • Juneau Federal Building facade restoration • Historic preservation and restoration on 20+ monuments and grave markers at Texas State Cemetery • Federal Reserve Bank Richmond sculpture restoration • Frank Lloyd Wright monuments conservation and concrete fabrication • Marble monument conservation and repair at Pennsylvania State Capitol building • Bronze Monuments and Plaques restoration, Helena MT

RECENT AND RELEVANT PROJECTS AND REFERENCES

*left: before treatment right:after treatment

Tennessee State Capitol Complex: 2015-Current



Project Description:

SAC provides conservation for the State of Tennessee. Some of our projects include the monument to Andrew Jackson (above), The restoration of President James K. Polk's tomb (bottom right), and restoration of the President Andrew Johnson monument(right). Jackson and Johnson involved extensive bronze restoration, re-patination and refinishing in addition to conservation and stone repair of marble, limestone, and polished granite. Deeply stained surfaces were given similar treatment as recommended for the S. Kingstown project. The James K. Polk tomb restoration involved repair and re-fabrication of damaged cast-stone cornice using historical concrete recipe in addition to multiple cleaning and sealing processes of the large structure. All projects were hugely successful and utilized the same team to be assembled for S. Kingstown project.

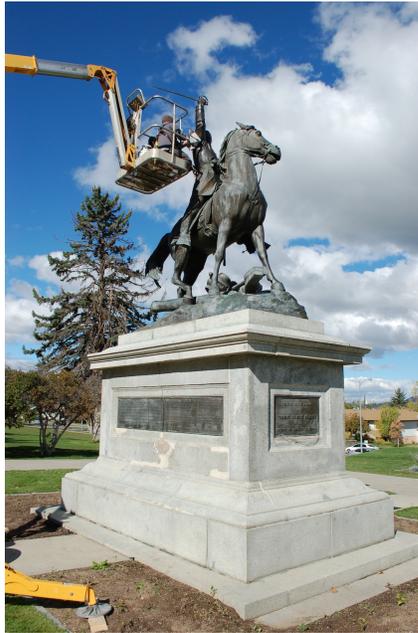
Contact: David Carpenter, Facility Manager.
State Capitol Complex.
david.lee.carpenter@tn.gov 615-741-1886



Montana Historical Society. State of Montana Capitol Building: 2014-Current

Project Description:

In Fall of 2014 SAC completed extensive bronze conservation and restoration of the iconic monument of Sir Thomas Meagher located in front of Montana's Capitol building in Helena (pictured at right). Project involved cleaning, corrosion mitigation, patina application, and sealing of the bronze and plaques. The granite base underwent stain removal. Mortar repointing was performed on the seams of all granite slabs. In the fall of 2016 SAC performed conservation and maintenance of large bronze plaques and sculptures inside the Capitol building and on its grounds (one exterior plaque is shown below).



Contact: Amanda Streeter Trum, Curator of Collections. astreetertrum@mt.gov 406-444-4719



Texas State Cemetery, Austin, TX: 2015-2017

Project Description

SAC has been awarded three contracts (May 2015 / June 2016 / June 2017) with the Texas State Preservation Board to carry out extensive conservation efforts at the cemetery including historic bronze conservation, plaque restoration (pictured below) stone conservation, metal treatment and historic re-painting of a civil war era tomb enclosure (pictured below).

Contact: Will Erwin, Senior Historian. Texas State Cemetery. will.erwin@tspb.state.tx.us 512-463-0605



South Kingstown, RI: 2018



Project Description:

SAC provided historical restoration and conservation of the War Memorial Monument installed in 1932 located in South Kingstown, Rhode Island. Project involved stripping, repairing, and re-coating flagpole, performing extensive bronze restoration and patina application for historic bronze sculptural elements, restoration of all bronze plaques, concrete fabrication, and masonry sealing.

*Contact: Dale Holberton, Town Clerk.
Town of South Kingstown, RI
401-789-9331
dholberton@southkingstownri.com*



Pennsylvania Capitol Preservation Committee. Harrisburg, PA: 2016-ongoing

Project Description:

SAC entered into a 6 year contract to provide cleaning, maintenance, and conservation for two prominent landmarks on the Capitol grounds: The Mexican War Monument (over 90ft. tall) and the Barnard Statuary groups which flank the main entrance to the Capitol. This ongoing work performed every summer focusses on the cleaning, stabilization, and monitoring of these important works. Beyond the more basic need for washing, there are thousands of micro-cracks throughout the objects which require micro-crack injections using Dispersed Hydrated Lime Injection Mortars (preservation industry standard) to provide protection and reversibility.

*Contact: Chris Ellis, Senior Preservation Project Manager. cellis@cpc.state.pa.us
717-783-6484*

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



(Name, Title)
Andrew Smith, Principal

(Printed Name and Title)
1519 Radcliffe Way. Auburn, CA 95603

(Address)
562-882-1805

(Phone Number) / (Fax Number)
andrew@smithartconservation.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, 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 properly registered with any State agency that may require registration.

Smith Art Conservation, LLC

(Company)


Andrew Smith, Principal

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

4/24/2019

(Date)

562-882-1805

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Smith Art Conservation, LLC

Company _____

Authorized Signature  _____

4/24/2019

Date _____

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

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complete address of vendor and Contract number.

10.5.2.2 Invoices shall be mailed to the following address:

General Services Division
112 California Avenue, 5th Floor
Charleston, WV 25305

10.5.2.3 Or, emailed to GSDInvoices@wv.gov

11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Andrew Smith

Telephone Number: 562-882-1805

Fax Number: _____

Email Address: andrew@smithartconservation.com

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EXHIBIT A – Pricing Page

Base Bid (Commodity Line 1 in wvOasis): All inclusive, lump-sum bid to complete maintenance and repairs to the “Liberty Bell” monument, including all associated work as specified herein:

Lump Sum = \$ 20,141.00 (A)

Base Bid (Commodity Line 2 in wvOasis): All inclusive, lump-sum bid to complete maintenance and repairs to the “Lincoln Walks at Midnight” monument, including all associated work as specified herein:

Lump Sum = \$ 15,772.00 (B)

Base Bid (Commodity Line 3 in wvOasis): All inclusive, lump-sum bid to complete maintenance to the “Fallen Partners” monument, including all associated work as specified herein:

Lump Sum = \$ 9,659.00 (C)

Base Bid (Commodity Line 4 in wvOasis): All inclusive, lump-sum bid to complete maintenance to the “Coal Miner” monument, including all associated work as specified herein:

Lump Sum = \$ 6,034.00 (D)

Base Bid (Commodity Line 5 in wvOasis): All inclusive, lump-sum bid to complete maintenance to the “Fallen Firefighters” monument, including all associated work as specified herein:

Lump Sum = \$ 5,690.00 (E)

GRAND TOTAL OF THE BASE BIDS:

Lump Sum = \$ 57,296.00
(A+B+C+D+E)

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Company or equal). Allow the wax to set and perform a final buffing with lint-free cloths and natural bristle horsehair brushes to enhance the luster of the protective coating.

- 1.1.10 Reduce corrosion on small bronze plate attached on the south side with Scotch Brite pads, or equal. If needed, consider using Renaissance Metal De-Corroder (Picreator Enterprises or equal), to aid in reducing corrosion, testing prior to full-scale application. Use according to positive results. Apply two thin coats of Butchers Bowling Alley Clear Paste Wax, or equal, at ambient temperature, buffing in between applications to a soft sheen, following manufacturer's instructions.
- 1.1.11 De-install dedication plaque for refinishing off site. Refinish plaque by removing all coatings (paint and lacquer) with Blue Bear Soy Gel Paint & Urethane Stripper (Franmar or equal). Polish raised lettering and boarder with the sequential use of wet sandpaper of appropriate sanding grits (400 to 8,000), following the grain of the metal to reduce corrosion and return a general polish to the raised surfaces. Clean and degrease surfaces with One Choice Commercial CFX435LV Low- VOC Cleaner (PPG Industries), or equal. Upon drying, apply two to three coats of Rustoleum High Performance Enamel or equal finish, using according to the manufacturer's recommendations. After the paint has set, sand raised surfaces to expose lettering and border, using appropriate sanding grits to achieve final appearance prior to applying protective clear coating. Relacquer the plaque with Nikolas #11565 Outdoor Lacquer RFU, or equal. Once the lacquer has cured, apply a thin coat of Butchers Bowling Clear Paste Wax, or equal, at ambient temperature and buff to a soft sheen.
- 1.1.12 Remove all non-original material fastened to the clapper and discard. To immobilize the clapper, make a well-fitted lead from flexible weather-resistant coated stainless-steel wire rope and tie rope off to one of the rear legs or to a stainless-steel eyebolt anchored into the granite directly below the clapper. The lead ends should be closed off with appropriate stainless-steel wire rope clamps and/or sleeves, which allow for a closed fit at the clapper and loops at the opposite end for padlocking the lead in place.
- 1.1.13 Touch up black paint in letters on granite with Lithichrome Shadow (Cleveland Lithichrome) or equal paint.
- 1.1.14 Upon completion of the work, provide a treatment report with written and photographic documentation of conditions before, during, and after treatment. Include methodology and information on all products used. Label images with the name of the monument and the date on which the photograph was taken. Indicate whether it shows the monument before or after

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maintenance. Store the photographs in digital and hard-copy formats and provide to the Agency upon the completion of work.

1.2 The “Lincoln Walks at Midnight” Monument

- 1.2.1 Access the monument with own scaffold or articulating lift (the monument can be accessed with a 45’ lift from the walkway at the base of the steps south of the monument, or a scaffolding system may be used; if accessing by lift, all street curbs and steps must be protected by Vendor – coordinate all access with Agency). Electric power outlets are not found immediately around the monument. The use of a small generator is recommended if power is required for the operation of any tools or equipment. No water source is within the immediate vicinity of the monument (the closest source is a hose bib approximately 700’ away, at the SE corner of the Capitol Building – existing Contractor’s laydown area may interfere with this access). Vendor may use pressurized hand-held sprayers if they are unable to coordinate with Agency to use a remote water source/connection. Vendor must coordinate all activities with contractors already onsite performing other construction work.
- 1.2.1 Rinse the entire monument with potable water and wash with a 3-5% solution of pH-neutral, conservation-grade detergent such as Orvus WA Paste (Proctor & Gamble), or equal. Use soft natural bristle or synthetic brushes to aid in removing adherent dirt, rinsing thoroughly to remove all cleaning effluent.
- 1.2.2 Reduce copper staining on limestone curb and surrounding pavers with SB2381 Copper Stain Remover Liquid (Shore Corporation or equal), using according to manufacturer’s instructions. Copper staining is difficult to remove entirely, and the cleaning could include up to five applications of this product.
- 1.2.3 Reduce oil staining with Prosoco’s Stand Off Oil and Grease Stain Remover or equal. Dry the monument completely to remove all moisture, using clean soft cloths and a propane torch for heat.
- 1.2.4 Perform additional cleaning of the bronze with biodegradable, 60 to 200 (or equal) mesh-size walnut shell blasting media at pressures between 15 to 40 psi to reduce excessive corrosion and even out the surface appearance. If needed to complement the blasting method, the controlled use of medium to high pressures from a pressure washer equipped with a minimum 30-degree fan adapter and Scotch Brite pads (or equal) may be utilized (if approved in advance by the Agency). Provide protection for surrounding surfaces and sheeting to gather spent blast media for disposal (by vendor).

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- 1.2.5 Apply a thin coat of Outdoor Sculpture Wax (Museum Services Corporation or equal) to cleaned bronze surfaces, using natural bristle brushes. Tape the metal ferrules of brushes with blue painter's tape to avoid scratching bronze surfaces during application. Mildly heat the bronze with a propane torch to aid in the application of the wax and help provide a smooth and even coating. Thin the wax with odorless mineral spirits as needed to achieve a brushable consistency. After the bronze cools, buff the wax coating to a soft sheen. Apply a second coat of wax at ambient temperature, using Butchers Bowling Alley Clear Paste Wax (The Butcher Company or equal). Allow the wax to set and perform a final buffing with lint-free cloths and natural bristle horsehair brushes to enhance the luster of the protective coating.
- 1.2.6 Remove existing sealant from between joints, clean the joints thoroughly to remove all residue, and where necessary trim back extruded pieces of lead sheeting from granite joints. Provide appropriately-sized backer rod, and re-seal granite joints with Dow Corning 756 SMS Building Sealant or equal. Apply Tremco Spectrum 1 or equal in horizontal joints between the limestone veneer and granite base. Sealant colors shall match existing (as approved by Agency).
- 1.2.7 Remove, salvage, and reinstall perimeter limestone masonry, and provide type 316 (or better) stainless steel anchors to anchor the stone units to the substrate. Each side will need a minimum of three anchors. Secure anchors within stone and substrate with Sika AnchorFix-1 anchoring adhesive, or equal. Remove and discard the lead capping strips lining the top of the limestone blocks. Repoint reset limestone curbing with Jahn M110 Historic Pointing Mortar (Cathedral Stone Products or equal) pigmented as needed to resemble the original color of existing mortar (as approved by Agency).
- 1.2.8 Remove stone paver as part of cut limestone masonry repair work and evaluate paver bearing soil material. Report findings based on inspection prior to the next step. Depending on the findings, Agency will consider supporting the limestone coursing on a separate concrete curb foundation, extending to frost depth rather than reinstalling the limestone in kind.
- 1.2.9 Upon completion of the work, provide a treatment report with written and photographic documentation of conditions before,

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during, and after treatment. Include methodology and information on all products used. Label images with the name of the monument and the date on which the photograph was taken. Indicate whether it shows the monument before or after maintenance. Store the photographs in digital and hard-copy formats and provide to the Agency upon the completion of work.

1.3 The “Fallen Partner” Monument

- 1.3.1 Access the monument with own scaffold or ladders, as necessary. Electric power outlets are not found immediately around the monument. The use of a small generator is recommended if power is required for the operation of any tools or equipment. No water source is within the immediate vicinity of the monument. Vendor may use pressurized hand-held sprayers if they are unable to coordinate with Agency to use a remote water source/connection.
- 1.3.2 Remove any plaster casting material investment accumulation by carefully using plastic and stainless-steel probes.
- 1.3.3 Rinse the entire monument with potable water delivered from a garden hose and wash with a 3- 5% solution of Orvus WA Paste (Proctor & Gamble or equal) diluted in water. Use soft natural bristle or synthetic brushes to aid in removing adherent dirt, rinsing thoroughly to remove all cleaning effluent.
- 1.3.4 Reduce copper staining on limestone curb and surrounding pavers with SB2381 Copper Stain Remover Liquid (Shore Corporation or equal), using according to manufacturer’s instructions. Copper staining is difficult to remove entirely, and the cleaning could include up to five applications of this product.
- 1.3.5 Perform additional cleaning of the bronze with biodegradable, 60 to 200 mesh-size walnut shell blasting media at pressures between 15 to 40 psi to reduce corrosion and even out the surface for patina application. Use this system (under lower 10 to 15 psi pressures) to remove failed lacquer coating on the plaques. If needed to complement the blasting method, the controlled use of medium to high pressures from a pressure washer equipped with a minimum 30-degree fan tip adapter and Scotch Brite (or equal) pads may be utilized. Provide protection for surrounding surfaces and sheeting to gather spent blast media for disposal
- 1.3.6 Apply new patina to the bronze sculpture, which will consist of a cupric base followed by a ferric oxide layer. Patina to be performed by original artist,

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William Hopen, with the aid of the Vendor. Vendor responsible for all costs associated with utilizing the original artist.

- 1.3.7 Apply a thin coat of Outdoor Sculpture Wax (Museum Services Corporation or equal) to bronze sculpture, using natural bristle brushes. Tape the metal ferrules of brushes with blue painter's tape to avoid scratching bronze surfaces during application of the wax coating. Thin the wax with odorless mineral spirits as needed to achieve a brushable consistency. After the bronze cools, buff the wax coating to a soft sheen. Apply a second coat of wax at ambient temperature, using Butcher's Bowling Alley Clear Paste Wax (The Butcher Company or equal). Allow the wax to set and perform a final buffing with lint-free cloths and natural bristle horsehair brushes to enhance the luster of the protective coating.
- 1.3.8 Polish raised lettering and border on the two plaques with the sequential use of wet sandpaper of appropriate sanding grits (400 to 8,000) following the grain of the metal to reduce corrosion and return a general polish to the raised surfaces. Relacquer both plaques with Nikolas #11565 Outdoor Lacquer RFU or equal, following manufacturer's instructions. Once the lacquer cures, apply two thin coats of Butcher's Bowling Alley Clear Paste Wax at ambient temperature, allowing each coat to set and then buffing in between applications to a soft sheen. Replace missing or mismatched screws.
- 1.3.9 Remove existing sealant from between joints, clean the joints thoroughly to remove all residue, provide appropriately-sized backer rod, and re-seal joints with Dow Corning 756 SMS Building Sealant or equal. Given drainage concerns, apply sealant along the whole juncture between the bronze sculpture base and the granite capstone to prevent water ingress in this area. The color should match existing or as approved by the Agency.
- 1.3.10 Dry the bronze sculpture completely to remove all moisture, using clean soft cloths and propane torch for heat. Use soft natural bristle brushes to apply a thin coat of Outdoor Sculpture Wax (Museum Services Corporation, or equal) to bronze surfaces. Mildly heat the bronze with the propane torch to aid in the application of the wax and help provide a smooth and even coating. Thin the wax with odorless mineral spirits, as needed, to achieve a brushable consistency. After the bronze cools, buff the wax coating to a soft sheen. Apply a second coat of Butcher's Bowling Alley Clear Paste Wax (the Butcher Company, or equal) to bronze surfaces at ambient temperature. Allow the wax to set and then perform final buffing with lint-free cloths and natural bristle brushes to enhance the luster of the protective coating.

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1.3.11 Upon completion of the work, provide a treatment report with written and photographic documentation of conditions before, during, and after treatment. Include methodology and information on all products used. Label images with the name of the monument and the date on which the photograph was taken. Indicate whether it shows the monument before or after maintenance. Store the photographs in digital and hard-copy formats and provide to the Agency upon the completion of work.

1.4 The “West Virginia Coal Miner”

- 1.4.1 Access the monument with articulating lift, as necessary (34’ is recommended). Electric power outlets are not found immediately around the monument. The use of a small generator is recommended if power is required for the operation of any tools or equipment. No water source is within the immediate vicinity of the monument. Vendor may use pressurized hand-held sprayers if they are unable to coordinate with Agency to use a remote water source/connection. The nearest known standard hose bib is over 400’ away, at the northeast corner of the West Wing of the Main Capitol.
- 1.4.2 Rinse the entire monument with potable water delivered from a garden hose and wash with a 3- 5% solution of pH-neutral, conservation-grade detergent such as Orvus WA Paste (Proctor & Gamble or equal). Use soft natural bristle or synthetic brushes to aid in removing adherent dirt, rinsing thoroughly to remove all cleaning effluent. Provide protection to surrounding areas, as needed.
- 1.4.3 Reduce bright green corrosion products on the bronze sculpture and four plaques by the controlled use of medium to high pressure washing, using a 30-degree fan tip adapter and Scotch Brite, or equal, pads.
- 1.4.4 Dry the sculpture and four bronze plaques completely to remove all moisture, using clean soft cloths, absorbent toweling, and/or propane torch for heat. Apply a thin coat of Outdoor Sculpture Wax (Museum Services Corporation, or equal) to bronze surfaces, using natural bristle brushes. Tape the metal ferrules of brushes used during maintenance work with blue painter's tape to avoid scratching bronze surfaces during application. Mildly heat the bronze with the propane torch to aid in the application of the wax and help provide a smooth and even coating. Thin the wax with odorless mineral spirits

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as needed to achieve to brushable consistency. After the bronze cools, buff the wax coating to soft sheen. Apply a second coat of Butcher's Bowling Alley Clear Paste Wax (The Butcher Company or equal) to bronze surfaces at ambient temperature. Allow the wax to set and then buff with lint-free cloths and natural bristle brushes to enhance the luster of the protective coating.

- 1.4.5 Touch up or replace existing lacquer coating on baked enamel plaques as necessary. This shall be undertaken prior to waxing. Use Nikolas #11565 Outdoor Lacquer RFU, or equal. Apply two coats of Butcher's Bowling Alley Clear Paste Wax (or equal) at ambient temperature on the two bronze baked enamel plaques, allowing the wax to set and buffing in between applications to a soft sheen. Provide additional protection as necessary during waxing. This may include polyethylene sheeting to cover adjacent surfaces, etc.
- 1.4.6 Remove existing sealant from between joints, clean the joints thoroughly to remove all residue, provide appropriately-sized backer rod, and re-seal joints with Dow Corning 756 SMS Building Sealant, or equal. Given drainage concerns, apply sealant at the juncture between the boots of the figure and the top of the granite base to prevent water ingress in this location. Color shall match existing or as approved by the Agency.
- 1.4.7 Document treatment with high-resolution digital photography, taking before and after views of the monument. Label images with the name of the monument and the date on which the photograph was taken. Indicate whether it shows the monument before or after maintenance. Store the photograph in digital and hard-copy formats for future reference.

1.5 The "Fallen Firefighters"

- 1.5.1 Access the monument with ladders and scaffolding, as needed. Electric power outlets are not found immediately around the monument. The use of a small generator is recommended if power is required for the operation of any tools or equipment. No water source is within the immediate vicinity of the monument. Vendor may use pressurized hand-held sprayers if they are unable to coordinate with Agency to use a remote water source/connection.
- 1.5.2 Rinse the entire monument with potable water delivered from a

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garden hose and wash with a 3- 5% solution of pH-neutral, conservation-grade detergent such as Orvus WA Paste (Proctor & Gamble or equal). Use soft natural bristle or synthetic brushes to aid in removing adherent dirt, rinsing thoroughly to remove all cleaning effluent. During cleaning, carefully remove investment material accumulation by using plastic and stainless steel probes. Remove areas of surface corrosion by mildly working a Scotch Brite, or equal, pad over the surface.

- 1.5.3 Polish visor area of mask to return reflective luster with a sequential use of wet sandpaper of appropriate sanding grits (400 to 8,000) following the grain of the metal to reduce tarnishing and corrosion. Clean residue away by washing.
- 1.5.4 The interior sleeve of the proper left arm and other undercuts on the statue contain bronze investment casting material. Remove investments where found with the careful use of plastic or stainless steel probes. Clean away particulate with cotton swabs dampened with mineral spirits.
- 1.5.5 Dry the bronze sculpture completely to remove all moisture, using clean soft cloths and a propane torch for heat. Apply a thin coat of Outdoor Sculpture Wax (Museum Services Corporation or equal) to bronze surfaces, using natural bristle brushes. Tape the metal ferrules of brushes used during waxing with blue painter's tape to avoid scratching bronze surfaces during application. Mildly heat the bronze with the propane torch to aid in the application of the wax and help provide a smooth and even coating. Thin the wax with odorless mineral spirits as needed to achieve a brushable consistency. After the bronze cools, buff the wax coating to a soft sheen. Apply a second coat of wax at ambient temperature, using Butcher's Bowling Alley Clear Paste Wax (The Butcher Company or equal). Allow the wax to set and perform a final buffing with lint-free cloths and natural bristle brushes to enhance the luster of the protective coating.
- 1.5.6 Inspect lacquer coating on plaques for soundness and wholeness. Touch up losses or replace entirely as needed, using Nikolas #11565 Outdoor Lacquer RFU, or equal. Apply two thin coats of Butcher's Bowling Alley Clear Paste Wax (or equal) to all four plaques at ambient temperature, allowing each coat to set and then buffing in between applications to a soft sheen.
- 1.5.7 Seal diagonal crack at northeast corner of granite capstone with

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West Marine 105 clear two-part epoxy, or equal.

- 1.5.8 Grout cracks within the stone base, as needed, with a cementitious grout mix such as Jahn M30 Micro Crack Injection Grout (Cathedral Stone Products, or equal). Apply custom blend of fine white, black terra cotta and yellow Milliput putties (the Milliput Company, or equal) into wider cracks to create a blended feel.
- 1.5.9 Remove existing sealants, clean joints of all sealant residue, and replace with new flexible sealant material to prevent moisture from entering the monument plinth assembly. Apply sealant at the juncture between the boots of the figure and the top of the granite base to prevent water egress in this area. Use Dow Corning 756 SMS Building Sealant, or equal, color to blend in with surrounding stone (as approved by Agency).
- 1.5.10 Reduce copper staining on concrete curb and adjacent surfaces, as needed, using SB2381 Copper Stain Remover Liquid (Shore Corporation, or equal for concrete), using according to manufacturer's instructions. Copper staining is difficult to remove entirely, and the cleaning could include up to five applications of this product.
- 1.5.2 Document treatment with high-resolution digital photography, taking before and after views of the monument. Label images with the name of the monument and the date on which the photograph was taken. Indicate whether it shows the monument before or after maintenance. Store the photograph in digital and hard-copy formats for future reference.

Any reference to brand/make/model in the attached Exhibits is not intended to limit competition and should be followed by the words "or equal." All provided and installed materials must meet the minimum specifications as described in the Exhibits. As part of the treatment documentation provided at the conclusion of the work on each monument, Vendor will include a complete list and description of all processes and materials utilized to complete each specified step. Documentation shall also include any warranty information provided by each manufacturer of each product used in the treatment work.

- 2. **SCHEDULE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

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- 2.1 Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency.
- 2.2 The Vendor shall provide the Agency Project Manager with an overall project schedule within **seventy-two (72) hours** of Award of the Contract. The proposed project schedule shall indicate areas to be worked. Where coordination or disruption of adjacent workspaces or occupants may be required, provide at least one week's advance notice prior to conducting work in those areas. Vendor shall adhere to schedule provided and coordinate through the Agency Project Manager.
- 2.3 Work shall be conducted as a single project, in the phases as indicated in the Performance section, above. The work schedule shall be reviewed and approved by the Agency Project Manager prior to commencement of the work. The Vendor shall coordinate the schedule around the Agency's work requirements.
3. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the Vendor's bid, but such costs will not be paid by the Agency separately.
4. **PROJECT SPECIFIC CONDITIONS OF THE WORK**
- 4.1 **Limits of Work**
- 4.1.1 Work areas will be limited to those spaces required for access to the jobsites/monuments.
- 4.1.2 Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Vendor will coordinate storage needs with the Agency Project Manager.
- 4.1.3 Agency facilities shall remain in use during this contract. Vendor shall work with the Agency Project Manager to coordinate the temporary access to work areas and otherwise provide for the Vendor areas needed to complete work. Vendor shall minimize disruption to building work areas and loading dock access.

Vendor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal, as available and as required for conducting the work. Vendor shall coordinate the location of service connections or use of receptacles with the Agency Project Manager to avoid overloading existing circuits. Owner shall be responsible for expenses, scheduling and coordination of protection and temporary shut off/removal of all electrical lines in work areas as required for safe working conditions. This includes all service lines running into or servicing the monuments.

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4.1.4 The Vendor shall be required to leave the work area clean upon completion of work daily. Vendor shall make arrangements for the collection and disposal of Vendor's waste and construction related debris. Debris shall be removed on a daily basis.

4.2 Work Restrictions

4.2.1 Access to the jobsite shall be coordinated with the Agency Project Manager. Vendor shall not leave open doors unattended and shall close doors when not in use. This is a non-smoking jobsite. Smoking is not permitted within any building or near entrances, operable windows or outdoor air intakes.

4.3 Parking

4.3.1 Some parking is available on the project site. Parking in non-designated areas is not permitted. Parking is the responsibility of the Vendor. With prior approval, Vendor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work. Use of loading dock areas or sidewalk areas for parking is strictly prohibited. Vendor must coordinate with the Agency on how best to minimize disruption of employee parking during the execution of the work.

4.4 Codes

4.4.1 All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

4.5 Safety

4.5.1 All applicable local safety and OSHA rules and guidelines shall be met by the Vendor. Work shall be subject to verification and inspection by Agency Safety representatives. Such verification shall not relieve the Vendor from meeting all applicable safety regulations and inspection by other agencies.

4.6 Hot Work Permit

4.6.1 Vendor shall obtain Agency's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Agency will review work area and issue a 'Hot Work Permit' prior to Vendor commencing work. Note that the Vendor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

4.7 Workmanship

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4.7.1 Vendor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Vendor shall verify all dimensions.

4.8 General Services Division Jobsite Safety Handbook

4.8.1 Prior to beginning any work covered by the Contract, Vendor shall have read, reviewed and acknowledged in writing the attached Jobsite Safety Handbook (Exhibit C)

4.9 Warranty

4.9.1 A one (1) year warranty on labor is required, and Vendor must provide one (1) year or manufacturer's warranty on materials, whichever is longer. The Agency prefers a longer warranty on the newly installed yoke on the "Liberty Bell" and on the repatina of the "Fallen Partner" monument, but cannot specify what length those warranties should be.

EXHIBIT C

Jobsite Safety Handbook

For Contractors

Department of Administration (DOA)

General Services Division (GSD)

212 California Avenue
Building Four, 5th Floor
Charleston, WV

**THIS HANDBOOK IS TO BE POSTED IN A VISIBLE AREA AT ALL CONSTRUCTION
PROJECTS AND/OR CONTRACTOR WORKSITES**

Contractor Contact: _____ Phone #: _____

EMERGENCY CONTACTS:

Project Manager:

Name: _____ Phone #: _____

Emergency Services #: _____

GSD Safety Section:

112 California Ave, Bldg.4 5th Floor. Charleston, WV 25305

Jonathan Trout: Work# 304 957-7153 Cell# 304-205-2721

Marsha Bowling Work# 304-957-7154 Cell# 304-951-1410

Revision 2/6/19

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JOBSITE SAFETY HANDBOOK

The following is a summary of applicable jobsite safety requirements. This handbook is intended to be used as a guide and in no way reflects all applicable safety requirements. All employees are responsible for ensuring a safe working environment. All hazards must be addressed regardless if they have been addressed in this handbook. All contractors working on GSD projects are required to follow OSHA regulations.

GSD safety and health procedures are available for review 24/7 in the Main Capitol Building basement, MB-69.

1. BUILDING ALARMS

In the event of a fire, sound the alarm and/or notify other building occupants immediately. Contractor personnel shall respond appropriately to all alarms by exiting the building immediately and remaining at least 50 feet from the building to allow for emergency response access.

2. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Workers must use personal protective equipment, such as:

- Hard hats when overhead, falling or flying hazards exist;
- Safety glasses or face shields for welding, cutting, nailing (including pneumatic), or when working with concrete and/or harmful chemicals;
- Proper shoes or boots to lessen slipping hazards and prevent toe crushing and nail punctures;
- Safety belts and/or harness systems for fall protection.

3. HOUSEKEEPING AND ACCESS AROUND SITE

- Keep all walkways and stairways clear of trash/debris and other materials such as tools and supplies to prevent tripping.
- Keep boxes, scrap lumber and other materials picked up and put in a dumpster or trash/debris area to prevent fire and tripping hazards.
- Provide enough light to allow workers to see and to prevent accidents.

4. STAIRS AND LADDERS

- All stairs are to be equipped with standard handrails.
- Keep ladders in good condition and free of defects – Do not use job made ladders.
- Inspect ladders before use for broken rungs or other defects so falls don't happen. Discard defective ladders.
- Secure ladders at the top and brace or tie off at the bottom to prevent them from slipping and causing falls.

5. SCAFFOLDS AND OTHER WORK PLATFORMS

Scaffolding is to be assembled and used according to OSHA regulations.

General scaffolding guidance:

- Provide ladders or stairs to access scaffold and work platforms safely.
- Keep scaffolds and work platforms free of debris. Keep tools and materials as neat as possible on scaffolds and platforms. This will help prevent materials from falling and workers from tripping.
- Erect scaffolds on firm and level foundations.
- Scaffold legs must be placed on firm footing and secured from movement or tipping, especially on dirt or similar surfaces (a good foundation is a must).
- Erecting and dismantling scaffolds must be under the supervision of a Competent Person.
- The competent person must inspect scaffolds before each use.
- Don't use blocks, bricks, or pieces of lumber to level or stabilize the footings. Manufactured base plates or "mud sills" made of hardwood or equivalent can be used.

Planking:

- Fully plank or use manufactured decking to provide a full work platform on scaffolds. The platform decking and/or scaffold planks must be scaffold grade and not have any visible defects.
- Extend planks or decking material at least 6' over the edge or cleat them to prevent movement. The work platform or planks must not extend more than 12" beyond the end supports to prevent tipping when stepping or working.
- Be sure that manufactured scaffolds are the proper size and that the end hooks are attached to the scaffold frame.

Guardrails:

- Guard scaffold platforms that are more than 10 feet above the ground or floor surface must have a standard guardrail. If guardrails are not practical, use other fall protection devices such as safety belts/harnesses and lanyards.
- Place the top rail approximately 42" above the work platform or planking, with a mid-rail about half that high at 21".
- Install toe boards when other workers are below the scaffold.

6. FALL PROTECTION

OSHA has specific and detailed requirements for fall protection – refer to 29 CFR 1926 Subpart M, 29 CFR 1910, 29 CFR Subpart I. A few of those requirements are listed below:

Guarding:

- Install guardrails around open floors and walls when the fall distance is 4' or more. The top rail must withstand a 200 lb load.
- Construct guardrails with a top rail approximately 42" high with a midrail about half that high at 21".
- Install toe boards when other workers are below the work area.
- Cover floor openings larger than 2x2 (inches) with material to safely support the working load.
- Use other fall protection systems like personal fall arrest systems (harness & lanyard), slide guards, roof anchors or alternative safe work practices when a guardrail system cannot be used. Only wear proper shoes or footwear to lessen slipping hazards.
- Train workers on safe work practices before performing work on foundation walls, roofs, trusses, or where performing exterior wall erections and floor installations.
- Flagging systems can be used, where appropriate. Flagging systems must comply with OSHA guidance.

7. EXCAVATION AND TRENCHING

Refer to OSHA regulations for excavation and trenching requirements, along with regulations for walking and working surfaces: 29 CFR 1926 Subpart P, 29 CFR 1910 Subpart D

Some of the Excavation and Trenching requirements are listed below:

- Find the location of all underground utilities by contacting West Virginia 811 before digging. Dial 811 or 800-245-4848.
- Keep workers away from digging equipment and never allow workers in an excavation when equipment is in use.
- Keep workers from getting between equipment in use and other obstacles and machinery that can cause crushing hazards.
- Keep equipment and the excavated dirt back 2 feet from the edge of the excavation.
- Have a competent person conduct daily inspections and correct any hazards before workers enter a trench or excavation.
- Provide workers a way to get into and out of a trench or excavation. Ladders and ramps can be used and must be within 25' of the worker.
- For excavations and utility trenches over 5 feet deep, use shoring (trench boxes), benching, or slope back the sides. Unless soil analysis has been completed, the earth's slope must be at least 1-1/2 horizontal to 1 vertical
- Keep water out of trenches with a pump or drainage system, and inspect the area for soil movement and potential cave-ins.
- Open ditches more than 24 hours or overnight must have fence protection.
- Keep drivers in the cab and workers away when dirt and other debris are being loaded into dump trucks. Workers must never be allowed under any load and must stay clear of the back of vehicles.

8. TOOLS AND EQUIPMENT

- Maintain all hand tools and equipment in safe condition and check regularly for defects. Broken or damaged tools and equipment must be removed from the jobsite.
- Use double insulated tools, or ensure the tools are grounded (check for ground plug).
- Equip all power saws (circular, skill, table, etc) with blade guards. Saws must be turned off when unattended. Unplug all power tools when not in use.
- Make sure cords are not damaged. The outer insulation must not be cut or damaged.
- Pneumatic and powder-actuated tools must only be used by trained and experienced personnel. Require proper eye protection for workers.
- Never leave cartridges for pneumatic or powder-actuated tools unattended. Keep equipment in a safe place, according to manufacturer's instructions.

9. VEHICLES AND MOBILE EQUIPMENT

- Inform workers verbally and provide training to stay clear of backing and turning vehicles and equipment with rotating cabs.
- Maintain back-up alarms for equipment with limited rear view or use someone to help guide them back.
- Verify experience or provide training to crane and heavy equipment operators.
- Maintain at least 10 foot clearance from overhead power lines when operating equipment.
- Block up the raised bed when inspecting or repairing dump trucks.
- Use a tag line to control materials moved by a crane.

10. ELECTRICAL

- Prohibit work on new and existing energized (hot) electrical circuits until all power is shut off and a positive "Lockout/Tagout System" is in place.
- Maintain all electrical tools and equipment in safe condition and check regularly for defects.
- Broken or damaged tools and equipment must be removed from the jobsite.
- Protect all temporary power (including extension cords) with Ground Fault Circuit Interrupters (GFCI's). Plug into a GFCI protected temporary power pole, a GFCI protected generator, or use a GFCI extension cord to protect against shocks.
- Locate and identify overhead electrical power lines. Make sure that ladders, scaffolds, equipment or materials never come within 10 feet of electrical power lines.
- Exterior electrical must be approved (UL, NEMA, etc) for exterior use (no internal junction boxes).

11. FIRE PREVENTION

- Provide fire extinguishers near all welding, soldering or other ignition sources.
- Avoid spraying of paint, solvents or other types of flammable materials in rooms with poor ventilation. Build up of fumes and vapors can cause explosions or fires.

- Store gasoline and other flammable materials in a safety can outdoors or in an approved storage facility. (Metal cans with self-sealing lids).

12. CHEMICAL HAZARDS

All hazardous chemicals present in the workplace must have an up-to-date Material Safety Data Sheet (MSDS). All contractors shall maintain MSDS for chemicals used or stored at GSD facilities. All warnings and directions for use must be followed.

13. CONFINED SPACES

By definition, a **confined space**:

- Is large enough for an employee to enter fully and perform assigned work;
- Is not designed for continuous occupancy by the employee; and
- Has a limited or restricted means of entry or exit.

These spaces may include underground vaults, tanks, storage bins, pits and diked areas, vessels, silos and other similar areas.

By definition, a **permit-required confined space** has one or more of these characteristics:

- Contains or has the potential to contain a hazardous atmosphere;
- Contains a material with the potential to engulf someone who enters the space;
- Has an internal configuration that might cause an entrant to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section; and/or
- Contains any other recognized serious safety or health hazards.

Entry into confined spaces without an evaluation is forbidden. Entry into permit-required confined spaces requires compliance with all OSHA requirements. Entry into non-permit spaces will require an evaluation by GSD Safety to confirm that conditions remain non-permit required.

Contractors that perform confined space entry activities are required to comply with OSHA regulations. GSD will not provide confined space rescue equipment.

14. LOCK-OUT/TAG-OUT

Before working on, repairing, adjusting or replacing equipment and machinery, all appropriate safety procedures, including lockout/tagout, must be utilized to place the machinery or equipment in a neutral or zero mechanical state.

Outside contractors are expected to have knowledge of lock-out/tag-out requirements.

Contractor Acknowledgement:

I, the undersigned, have read, reviewed and acknowledge my understanding of the General Services Division safety requirements, as set forth in this handbook. I am also aware that all applicable rules and regulations are to be followed, regardless of whether they are specifically mentioned in this handbook.

Contractor Representative (Print Name): Andrew Smith

Contractor Representative Signature:  _____ Date: 4/24/2019

This signed acknowledgement must be signed and returned to the GSD Safety Section prior to start of project work.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____



State of West Virginia
PURCHASING DIVISION
Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Debt to the state or political subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)



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

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

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

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

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

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

Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

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

By Commission expires _____

(Seal)

(Notary Public)

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia 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. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of **West Virginia Code § 21-1D-5** was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- 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 Contact Information:

Vendor Name: _____

Vendor Telephone: _____

Vendor Address: _____

Vendor Fax: _____

Vendor E-Mail: _____

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 Obligee, 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 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, 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)

(T)
Title

Surety Seal (U)
(Name of Surety)

(W)
Attorney-in-Fact

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

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

BID BOND

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

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

NOW THEREFORE,

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

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

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

Principal Seal

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

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

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