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Procurement Folder: 563619

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0432

Vendor ID: 

SO Doc ID: DCH1900000007

Legal Name: AURORA RESEARCH ASSOCIATES LLC

Published Date: 5/7/19

Alias/DBA: COURTNEY ZIMMERMAN

Close Date: 5/15/19

Total Bid: \$45,685.00

Close Time: 13:30

Response Date: 

Status: Closed

Response Time: Solicitation Description: 

Total of Header Attachments: 5

Total of All Attachments: 5



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 563619

**Solicitation Description :** Addendum #1 Historic Preservation: Multi County Survey.

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-05-15 13:30:00	SR 0432 ESR05081900000005123	1

<b>VENDOR</b>
000000188640 AURORA RESEARCH ASSOCIATES LLC COURTNEY ZIMMERMAN

**Solicitation Number:** CRFQ 0432 DCH1900000007

**Total Bid :** \$45,685.00      **Response Date:** 2019-05-08      **Response Time:** 10:31:06

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Stephanie L Gale  
 (304) 558-8801  
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<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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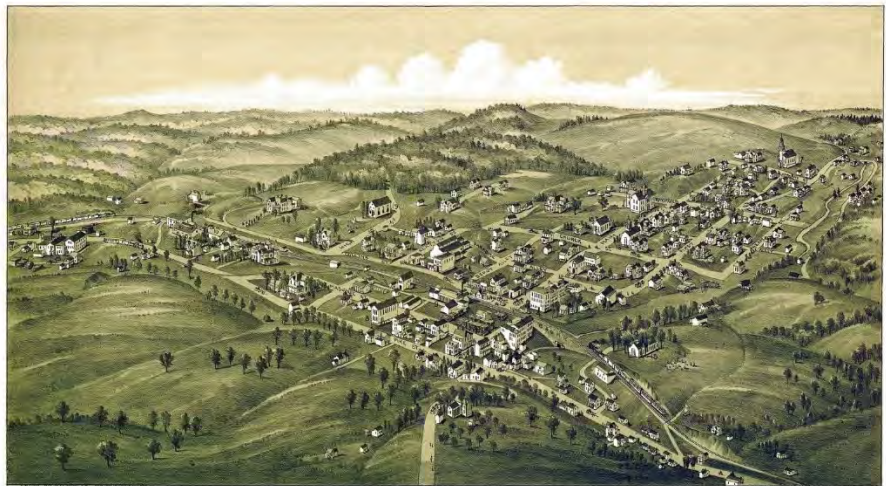
All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Historic Preservation: Multi County Survey.				\$45,685.00

Comm Code	Manufacturer	Specification	Model #
71112107			

**Extended Description :** Provide the service of conducting a reconnaissance-level architectural Survey of Tyler, Ritchie, Gilmer, Braxton and Doddridge Counties in West Virginia.Per attached specifications.

# PROPOSAL: RECONNAISSANCE – LEVEL ARCHITECTURAL SURVEY OF TYLER, RITCHIE, GILMER, BRAXTON AND DODDRIDGE COUNTIES, WV



W. H. RAYMOND, PHOTODUPTIST  
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PENNSBORO,  
WEST VIRGINIA,  
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May 2, 2019

Solicitation No. CRFQ 0432 DCH190000007



Prepared for the State of West Virginia Purchasing Division

2019 Washington Street East, Charleston, WV 25305

By Aurora Research Associates LLC

1436 Graham Road, Silver Lake, OH 44224

# Proposal: Reconnaissance – Level Architectural Survey of Tyler, Ritchie, Gilmer, Braxton and Doddridge Counties, WV

**SOLICITATION NO. CRFQ 0432 DCH1900000007**

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## COMPANY PROFILE

Aurora Research Associates, LLC (ARA) has prepared this proposal for the Reconnaissance-Level Architectural Survey of Tyler, Ritchie, Gilmer, Braxton and Doddridge Counties and will provide project management and architectural/history survey services. ARA is a small woman-owned business with extensive experience in architectural survey, the National Register of Historic Places, and consulting for local, state and federal agencies. ARA was established in 2011 by Courtney Fint Zimmerman and is a certified EDGE firm with the State of Ohio and a Disadvantaged Business Enterprise (DBE) with the Ohio, Pennsylvania and West Virginia Departments of Transportation. ARA provides architectural survey and environmental review services as a consultant for the Ohio and West Virginia Departments of Transportation, West Virginia State Historic Preservation Office, local preservation groups and other clients. ARA has worked on a number of architectural history and survey projects, including the survey of 750 resources in Pleasants, Mason, Jackson, Wayne and Lincoln counties in West Virginia, 2000 coal-related historic resources in McDowell County, West Virginia, 216 resources in Sabraton, Monongalia County and 367 resources in a survey update for the East End National Register Historic District in Charleston.

Skelly and Loy, Inc. (S&L) will be providing additional assistance with field survey, historic research and report preparation for this project. Skelly and Loy's Cultural Resources Service Group, with offices in Morgantown, West Virginia and Pittsburgh, Pennsylvania, has been providing cultural resource services to public, private, and nonprofit clients for more than 30 years. Skelly and Loy and its personnel have worked in West Virginia since the mid-1990s, completing dozens of reconnaissance- and intensive-level architectural surveys throughout the state. These include the Central West Virginia Historic Resource Survey in Calhoun, Clay, Roane, and Wirt counties; county-wide historic resource surveys in Pendleton and Pocahontas counties; and historic resource surveys associated with the US 220 Tier One Environmental Impact Statement, which examined five corridors, each approximately 45 miles in length in West Virginia and Maryland. In addition to survey work, Skelly and Loy has a successful track record of preparing National Register of Historic Places (NRHP) and National Historic Landmark (NHL) nominations, historic contexts, Historic American Buildings and Historic American Engineering Record (HABS/HAER) documentations, and Phase I, II, and III archaeological investigations.

## PROJECT EXPERTISE

Courtney Fint Zimmerman, P.E., will serve as the principal historian for the project, and will be responsible for project management, field survey, historic research, Historic Property Inventory form preparation and review, and survey report preparation. Ms. Zimmerman has a B.S. in Civil Engineering from West Virginia University and an M.S. in Historic Preservation from Columbia University, and is a registered P.E. in West Virginia and Ohio. Ms. Zimmerman has 15 years of experience in the historic preservation field and is a qualified architectural historian under the Secretary of the Interior's Standards for Professional Qualifications. Prior to founding ARA, she was employed as an architectural historian with the West Virginia Division of Highways Environmental Section. She has considerable experience in conducting research in West Virginia on properties ranging from truss bridges to coal camps to commercial historic districts. Ms. Zimmerman has successfully completed eight National Register of Historic Places nominations in West Virginia covering over 300 contributing resources. She has also documented thousands of structures throughout the state for the West Virginia State Historic Preservation Office Architectural Inventory. Ms. Zimmerman is well-versed in a variety of research resources and strategies, including deed research, historic mapping, historic photographs, local and state archives, census records and other repositories.

Ms. Zimmerman will be assisted by Sarah Elswick, intern architectural historian. Ms. Elswick currently works for the National Coal Heritage Area. She has experience researching southern West Virginia's history, conducting historic surveys, and writing historical summaries about historic structures, towns, and counties. She received her undergraduate degree in American Studies from Randolph-Macon Woman's College, a graduate degree in American Studies from The University of Alabama and is currently completing a Certificate in Historic Preservation from Bucks County Community College. Ms. Elswick assisted ARA with the Coal Heritage Survey Update AND EAST END HISTORIC DISTRICT SURVEY UPDATE and has completed over 500 West Virginia Historic Property Inventory Forms.

JENNA C. Thomas OF SKELLY AND LOY is an Architectural Historian with three years of experience in her field as a researcher, field surveyor, and principal investigator. Since joining Skelly and Loy, she has prepared National Register of Historic Places (NRHP) eligibility determinations for projects throughout Pennsylvania, Maryland and West Virginia. Her West Virginia projects include the Appalachian Highway, Corridor H Wardensville to Virginia State Line in Hardy County, where she surveyed 62 resources at both a reconnaissance and intensive level; the WV 2 Improvement Project in New Cumberland, Hancock County, where she prepared Historic Property Inventory forms and portions of the Determination of Effect report; and the Beckley Z-Way, Shady Spring to Beaver Historical Architectural Survey Update report, which evaluated eight additional resources. In Maryland, she completed Determination of Eligibility forms for two neighborhoods, one with approximately 1300 resources and a second with approximately 1000 resources. For these, Ms. Thomas wrote the historic contexts, took photographs of streetscapes and individual buildings, and helped compile the listing of contributing and non-contributing resources. Ms. Thomas' qualifications meet the Secretary of Interior's Standards and Guidelines for architectural historian under 36 CFR 61.

Résumés of Key Personnel are located in Appendix A.

## PROJECT METHODOLOGY

The West Virginia Division of Culture and History, State Historic Preservation Office (WVSHPO) is seeking bids to perform a reconnaissance-level survey of 750 properties in Tyler, Ritchie, Gilmer, Braxton and Doddridge counties. Based on the data available on the WVSHPO Interactive GIS Survey Map, the number of previously-surveyed properties in each county ranges from approximately 200-550, with the majority of these located in towns and along primary roads. It is the understanding of the project team that this survey is intended to focus on unincorporated areas. The geographical areas and communities to be surveyed within each of the counties will be based on discussions with WVSHPO staff and correspondence with local historic groups. In planning the field survey, ARA will also consult historic mapping and compare it to current maps in order to identify communities and areas that may retain historic structures. Resurvey of previously-documented resources may be completed at the WVSHPO's preference on properties documented more than 10 years ago or within potential historic districts.

This project is a reconnaissance-level survey, intended to identify properties of architectural and historical interest and establish an historic and architectural context for each county. ARA will conduct the survey using the standards outlined in the most current West Virginia National Register and Architecture/History Survey Manual, published by the WVSHPO.

The project has been organized into five work tasks as follows:

- Task 1: Project Management
- Task 2: Field Survey



- Task 3: Historic Property Inventory Forms
- Task 4: Mapping
- Task 5: Survey Report

These tasks and associated work are further discussed below.

- 1. Project Management.** Aurora Research Associates (ARA) will coordinate project activities with the WVSHPO. Management activities include progress updates, communications, scheduling and budget tracking. ARA will assist in coordination efforts between the WVSHPO, other agencies and local governments as necessary. ARA will also conduct training for field surveyors regarding survey methodology for this project, and perform quality control and review of all deliverables, HPI forms and survey documents. This task includes one file search and kick-off meeting with WVSHPO staff in Charleston, West Virginia.
- 2. Field Survey.** ARA and S&L will conduct an historic resource survey of 750 properties beginning in Tyler County and moving on to Ritchie, Gilmer, Braxton and Doddridge counties until the contracted number of properties is met. According to the RFP, the scope should be divided equally among the five counties, with 150 properties surveyed in each county. The survey team will consist of at least two (2) surveyors working together in the field. Qualified surveyors will be managed and their work reviewed by Ms. Zimmerman, project manager. Surveyors will utilize mobile tablet devices with custom-designed database applications to record properties in the field. The database will be provided to WVSHPO upon completion of the project. In-office preparation for the field survey will include review of the WVSHPO Interactive GIS Survey Map, previous HPI forms and current aerial photography in order to evaluate possible location, existence and status of potential resources. ARA will confer with WVSHPO staff on which geographical areas, towns, communities and properties should be surveyed. At the WVSHPO's discretion, the survey may include updates of properties previously surveyed more than 10 years prior. Each previously documented resource with an HPI form completed more than 10 years prior will be verified in the field to confirm its existence and to collect updated information on materials, alterations, additions and other relevant information. Architectural information will also be collected for any previously undocumented resources. At least two (2) photographs will be taken for each resource, including a three-quarter view showing the main elevation. Streetscape and vicinity photographs will be taken as appropriate. Photographs will be provided electronically on CD-R media with file names corresponding to the WVSHPO survey number.
- 3. Historic Property Inventory Forms.** ARA and S&L will complete research and write historic contexts for each county surveyed to provide sufficient context for National Register eligibility evaluation, using available primary and secondary source information, including published and online county histories, and historic maps and atlases. The project team will complete 750 standard West Virginia HPI forms at a reconnaissance survey level for each surveyed resource in the project area, using the most recent draft of the "West Virginia National Register and Architecture/History Survey Manual" issued by the WVSHPO. Each form will be completed as fully as possible, including materials, UTM NAD83 coordinates, photograph, map, setting, narrative description, alterations, additions, outbuildings and brief statement of significance. The statement of significance will include a brief standard context of the county, area or community, any significant facts about the property, integrity evaluation and National Register eligibility recommendation. HPIs will be provided in hard copy and electronically as individual PDF files using the assigned WVSHPO survey number as filename. Drafts will be submitted for review in electronic form prior to finalization.

4. **Mapping.** ARA will provide United States Geological Survey (USGS) topographical mapping for the project using Geographic Information Systems (GIS). Maps will include the location of each surveyed property, survey number, name of county and quadrangle name. Maps will be provided as part of the HPI forms, survey reports, electronically and as GIS shapefiles.
5. **Survey Report.** ARA and S&L will prepare a survey report for each county, including summaries of the properties surveyed, 10-20 page historic contexts, survey methodology, description of property types, tables of eligibility recommendations and other general findings. The survey reports will be provided in hard copy and electronic format to the WVSHPO and any additional organizations as requested.

## PROJECT TIMELINE

Date	Event
July 1, 2019	Notice to Proceed
July 1-30, 2019	Kick-off meeting with WVSHPO; preliminary historic context research; field survey planning and database preparation
August-September 2019	Field survey, anticipated 10 days in the field in 2-3 trips.
November 1, 2019	Draft Tyler and Ritchie County Survey Reports and HPI submission
November 30, 2019	Receipt of WVSHPO comments for Tyler/Ritchie submission
December 15, 2019	Completion of Tyler/Ritchie revisions
February 1, 2020	Draft Gilmer and Braxton County Survey Reports and HPI submission
February 30, 2020	Receipt of WVSHPO comments for Gilmer/Braxton submission
March 15, 2020	Completion of Gilmer/Braxton revisions.
March 2020	Follow-up field visit if necessary
April 1, 2020	Draft Doddridge County Survey Report and HPI submission
April 30, 2020	Receipt of WVSHPO comments for Doddridge County submission
May 15, 2020	Revisions to Doddridge County survey materials
June 1, 2020	Submission of all final survey materials.*
June 30, 2020	Project end date

\* Final survey materials for individual counties may be submitted earlier, after SHPO review and revisions have been completed.

## RELEVANT PROJECT SUMMARIES

### **East End National Register Historic District Survey Update, Kanawha County, West Virginia (2018-19)**

ARA was selected by the Charleston Historic Landmarks Commission to conduct a survey update for the East End Historic District, which was originally surveyed in 1975 and listed in 1978. The survey was intended to document important features and integrity of contributing resources to the historic district in order to facilitate the creation of design review guidelines. The survey included completely updated HPI forms for over 350 properties primarily consisting of early 20<sup>th</sup>-century single family dwellings. ARA's surveyed wrote detailed narrative descriptions for each resource and provided National Register significance and integrity evaluations consistent with current standards. The survey was completed on schedule and resulted in a finding of nearly every original contributing resource retaining integrity.

### **Reconnaissance-Level Survey of Pleasants, Mason Jackson, Wayne and Lincoln Counties, West Virginia (2017)**

ARA was awarded a survey project by the WV Division of Culture and History for 750 properties in five counties in western West Virginia. ARA's team of three architectural historians surveyed the properties in a total of ten days in the field, covering a large geographical, primarily rural, area. The team completed 750 HPI forms to WVSHPO standards, including building materials, narrative descriptions, integrity, significance and National Register eligibility determinations. ARA used self-developed mobile tablet-based database technology and GIS mapping to streamline the documentation process and provide statistical analysis on materials, property types and other data throughout the survey area. ARA's survey resulted in an increase ranging from 15-240% in each county's overall number of surveyed properties.

### **West Virginia Coal Heritage Survey Update, McDowell County, West Virginia**

ARA was awarded a jointly-funded WV DOT Transportation Enhancement Grant and WV Division of Culture and History project to update 2000 properties previously surveyed in 1991 for the Coal Heritage Survey. ARA's team of seven completed the survey in two weeks in the field, covering the entirety of McDowell County and surveying both previously-surveyed and newly-documented structures. In order to identify 1991 Coal Heritage Survey resources in the field, the team used tablet-based databases pre-populated with the original HPI forms' photographs, locations and basic architectural info, and then updated the records with current photographs and data. The team substantially expanded the Statements of Significance from the 1991 survey and provided National Register Eligibility recommendations for each property.

Please see Appendix B for work samples.

APPENDIX A  
RESUMES OF KEY PERSONNEL

## BIOGRAPHY

Ms. Zimmerman is an architectural historian and licensed professional engineer with 15 years of experience. Since founding Aurora Research Associates, LLC in 2011, Ms. Zimmerman has provided historic preservation consulting, National Register of Historic Places research, Section 106/4(f) review, architectural history field survey, and environmental services for clients including the West Virginia and Ohio Departments of Transportation, engineering and architecture firms, local government and preservation organizations. Ms. Zimmerman has multidisciplinary experience in cultural and natural resources and structural/civil engineering. She has overseen the survey and National Register evaluation of thousands of historic resources and is skilled at working with a diverse array of stakeholders including government agencies, clients, the public, property owners and consultant teams.

## EDUCATION

- M.S. Historic Preservation, Columbia University, New York, NY, 2003. Thesis: *Jackson's Mill State 4-H Camp: The Summer Camp as a Cultural Heritage Site*. Recipient of the Voorsanger Writing Prize, 2003.
- B.S. Civil Engineering, *Magna Cum Laude*, West Virginia University, Morgantown, WV, 2001.

## PROFESSIONAL QUALIFICATIONS

- Licensed Professional Engineer in Ohio and West Virginia
- Meets Secretary of the Interior's Standards for Professional Qualification as an Architectural Historian
- ODOT Prequalified in Historic/Architectural Surveys, Section 4(f) & 6(f) and Categorical Exclusions
- EDGE and DBE certified woman-owned small business

## EXPERIENCE AND SKILLS

- 8 years as a self-employed consultant
- Section 106 Review /Section 4(f) Analysis
- Architectural Resource Surveys
- Public Involvement
- 6 years as WVDOH architectural historian
- SHPO Coordination
- NEPA CE and EA documents
- Geographic Information System

## PROJECT HIGHLIGHTS

### Owner/Architectural Historian, Aurora Research Associates, LLC

- **Charleston East End Historic District Survey Update, Charleston, WV, 2018-2019.** Client: Charleston Historic Landmarks Commission. Surveyed approximately 400 resources within existing National Register Historic District, including detailed narrative descriptions and evaluation of contributing status.
- **Reconnaissance Historic Resource Survey, Pleasants, Mason, Jackson, Lincoln and Wayne Counties, WV, 2016-2017.** Client: West Virginia State Historic Preservation Office. Led 3-person team in survey of 750 resources across five counties. Managed all aspects of project including scope, field survey methodology, schedule, and survey report. Developed iPad app for historic resource surveys.
- **Coal Heritage Survey Update, McDowell County, WV, 2016-2018.** Client: West Virginia Division of Highways (Transportation Enhancement Grant). Planned and managed survey of over 2,000 historic coal-related resources previously surveyed in 1991. Hired and led team of 7 in the field. Coordinated completion and review of Historic Property Inventory (HPI) forms and survey report.
- **West Virginia State University F. Ray Power Building Section 106 Review, Institute, WV, 2017.** Client: Terradon Corp. Performed field survey and determination of effect report for renovation of 1975 office building adjacent to historic WV School for the Colored Deaf and Blind. Achieved SHPO concurrence on finding of No Adverse Effect with no additional negotiation or correspondence required.
- **Robinson Grand Theater Renovation Section 106 Review, Clarksburg, WV, 2014-16.** Client: WYK Associates. Coordinator of Section 106 review for restoration of historic theater receiving USDA Rural

Development funding, including historic research, report preparation, agency coordination and public involvement.

- **West Virginia Division of Highways Statewide On-Call Consultant for Cultural Resources.** Client: West Virginia Division of Highways. One of multiple firms competitively selected to provide cultural resource environmental services as needed, including Section 106 and 4-f review, memoranda of agreement, public involvement, mitigation and NEPA clearance for highway and bridge projects throughout WV.
- **West Virginia State Historic Preservation Grant Monitoring, 2015.** Client: WVSHPO. Field visited 20 historic preservation grant recipient sites throughout West Virginia to ensure continued maintenance and preservation under grant agreement terms.
- **Beverly, WV Architectural Survey and National Register Nomination Update, Randolph County, WV; 2013 -2014.** Client: Beverly Historic Landmarks Commission. Prepared Historic Property Inventory forms for 206 historic properties; researched and prepared additional historic context and significance statement; wrote updated National Register Nomination document and boundary expansion amendment including new mapping and photography.
- **Thomas, WV Walking Tour, Tucker Co., WV; 2011-12.** Client: Tucker County Historic Landmark Commission. Partner: Digital Relativity (web design/programming and graphic design). Researched and prepared content for self-guided walking tour brochure and website of 40+ resource historic district.
- **National Register of Historic Places Nominations.** Authored the following: Jackson's Mill State 4-H Camp (Lewis Co., 2004); Camp Caesar (Webster Co., 2009); Capon Lake Whipple Truss (Hampshire Co., 2011); Winfield Toll Bridge (Putnam Co., 2011); Valley View (Hampshire Co., 2012); Springfield Brick House (Hampshire Co., 2013); Brookside Historic District (Preston Co., 2013); Beverly Historic District Boundary Expansion (Randolph Co., 2014)

#### **Architectural Historian, West Virginia Division of Highways Environmental Section**

- **West Virginia Statewide Historic Bridge Survey, 2008-2011.** Partners: KCI Technologies, Mead and Hunt, RPM Engineering. Served as project manager for statewide effort to survey 3000+ historic bridges. Led coordination of review and eligibility negotiations with WVSHPO and public involvement efforts. Prepared independent estimates and managed consultants and budget.
- **U.S. Route 35 Upgrade, Mason County, WV, 2005-2011.** Performed NEPA re-evaluation of Final Environmental Impact Statement for multi-million dollar upgrade of regional highway. Completed Late-Find 4(f) analysis of a previously undocumented historic farm. Led mitigation negotiation meetings between project stakeholders and coauthored mitigation plan to address adverse effects.
- **Small Bridge Replacement Projects, West Virginia (statewide), 2005-2011.** Managed Section 106 Review, Section 4(f) and NEPA coordination for over 40 small bridge replacement projects. Reviewed all WV HPI forms and reports produced by the WVDOH. Completed field surveys and 300+ HPI forms for bridges and surrounding structures. Coordinated with a variety of agencies and stakeholders.

#### **Structural Engineer, Robert Silman Associates, Washington, DC**

**2003-2005**

- **Woodlawn Plantation, Alexandria VA.** Assisted with condition assessment and repair recommendations for smokehouse building on the grounds of 1805 National Historic Landmark.
- **Arlington House, Arlington, VA.** Assisted with condition assessment of foundation of historic 1803 mansion on the grounds of Arlington National Cemetery.
- **DC Court of Appeals, Washington, DC.** Assisted with structural exploration, load calculations, and structural design calculations for major restoration of 1820 National Historic Landmark, including complex construction of parking garage and floor levels beneath existing building.



**EDUCATION:**

M.A., Art History, 2015, Kent State University

B.A., Art History, 2013, Saint Vincent College

**YEARS OF EXPERIENCE:**

3 Years

Ms. Thomas is an Architectural Historian with three years of experience in her field as a researcher, field surveyor, and principal investigator. Since joining Skelly and Loy, she has prepared National Register of Historic Places (NRHP) eligibility determinations for projects throughout Pennsylvania, including for a church building in Allegheny County and farmsteads in Greene and Snyder counties. Prior to joining Skelly and Loy, Ms. Thomas was responsible for managing and caring for a historic, Italian Renaissance style house in Cleveland, using various historic preservation techniques to ensure the longevity of the building and its belongings. She also researched the city's history and architecture in order to present tours. Ms. Thomas' qualifications meet the Secretary of Interior's Standards and Guidelines for architectural historian under 36 CFR 61.

**PROFESSIONAL EXPERIENCE**

While working at the Cleveland History Center in Cleveland, Ohio, Ms. Thomas was a liaison between the public and artifact collection. She researched the art, architecture, and history of the city and wrote and presented her findings to the public. Her research contributed to several exhibits including; Frank N. Wilcox: Artist as Historian and Celebrations: Holiday Traditions in Cleveland as well as the reoccurring History on Tap event. Ms. Thomas is credited with inventorying paintings, blueprints, artifacts, and prototypes for the estates of artist Frank N. Wilcox and designer Viktor Schreckengost. She further aided in the upkeep and longevity of the Hay-McKinney Mansion and the artifacts contained within it. Ms. Thomas' thesis, Visions of the East: Influence of the Levant on the Italian Renaissance, discusses the cultural, architectural, and historic influences that the Levant had on Italy and greater Europe.

**PROJECT EXPERIENCE**

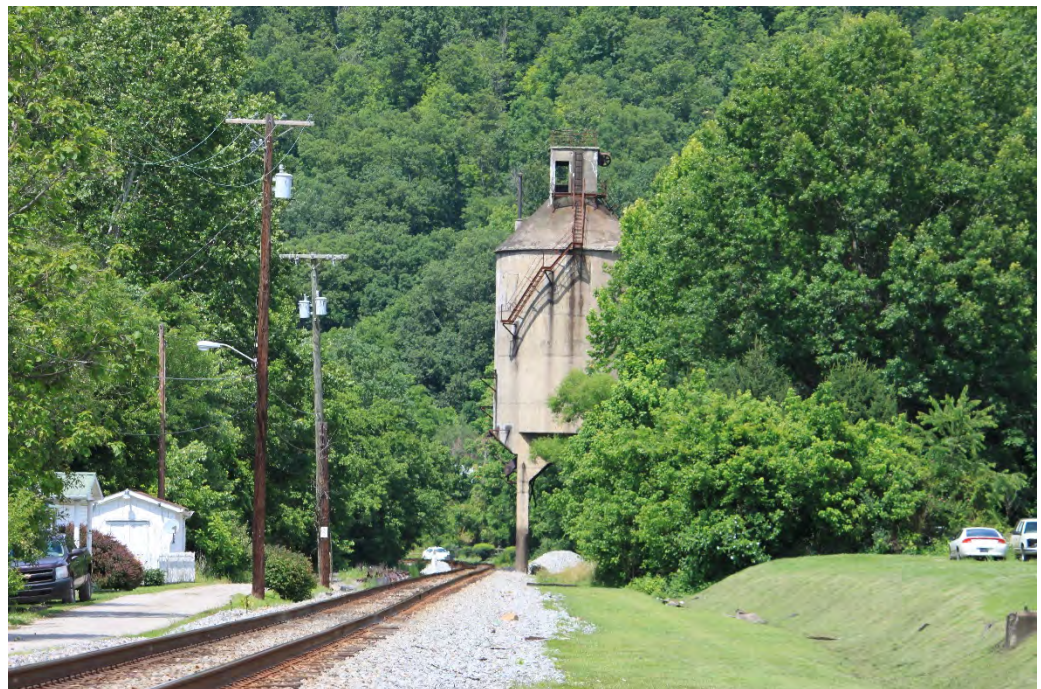
**Appalachian Highway, Corridor H Project, Wardensville to Virginia State Line, Historic Architectural Resource Survey and Determination of Eligibility Addendum Report, Hardy County, West Virginia** - Ms. Thomas served as an architectural historian for this historic resource survey and determination of eligibility project. The project entailed architectural survey, preparation of West Virginia Historic Property Inventory Forms, preparation of West Virginia Cemetery Survey Forms, intensive historic research to evaluate resources for the National Register of Historic Places, and report preparation. Sixty-six resources were surveyed, including 49 newly-identified resources. Two newly-evaluated properties were recommended eligible for the National Register of Historic Places.

**WV 2 Improvements - New Cumberland, Madison Street and Chester Street Intersection and Widening project, in the City of New Cumberland, Hancock County, West Virginia** - Ms. Thomas served as an architectural historian for this historic resource survey and determination of effects report. The project entailed architectural survey, preparation of West Virginia Historic Property Inventory Forms, intensive historic research to evaluate resources for the National Register of Historic Places, and report preparation. Seven resources were surveyed.

APPENDIX B  
WORK SAMPLES



# RECONNAISSANCE HISTORIC RESOURCE SURVEY FOR PLEASANTS, LINCOLN, JACKSON, MASON AND WAYNE COUNTIES, WEST VIRGINIA



9/12/2017

Final Survey Report



Prepared for the West Virginia State Historic Preservation Office  
The Culture Center, 1900 Kanawha Blvd., E., Charleston, WV 25301

By Aurora Research Associates LLC

1436 Graham Road, Silver Lake, OH 44224

# Reconnaissance Historic Resource Survey for Pleasants, Lincoln, Jackson, Mason and Wayne Counties, West Virginia

## FINAL SURVEY REPORT

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## LIST OF PREPARERS

Courtney Fint Zimmerman, Aurora Research Associates

Dr. Matthew G. Hyland, Ph.D

Anne Stuart Beckett

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Figure 2. Number of Resources Surveyed with Dates of Construction Within Date Ranges Based on Major Historical Events

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Figure 4. Lincoln County Exterior Materials

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Figure 6. Mason County Exterior Materials

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## INTRODUCTION

Aurora Research Associates, LLC (ARA) was contracted by the West Virginia State Historic Preservation Office (WVSHPO) to complete a survey of 750 historic resources in Pleasants, Lincoln, Jackson, Mason and Wayne Counties in West Virginia. The project is funded through a United States Department of the Interior Historic Preservation Survey and Planning Grant. Field survey took place in the spring and summer of 2017.

## PROJECT AREA DESCRIPTION AND HISTORIC CONTEXT

The project area consists of five counties in western West Virginia (Figure 1.) Pleasants, Jackson and Mason counties are all located along the Ohio River. Mason is located at the confluence of the Ohio and Kanawha Rivers. Wayne County is the westernmost county in the state, with its northwestern tip bordering the Ohio River briefly and its western border following the Big Sandy River, which forms the West Virginia-Kentucky border. Lincoln County is the only non-border county in the survey and is located east of Wayne County. The geographic diversity of the project area provides for a wide range of topography, land use and building types from riverfront towns to rural farms to mountain extraction industry resources.

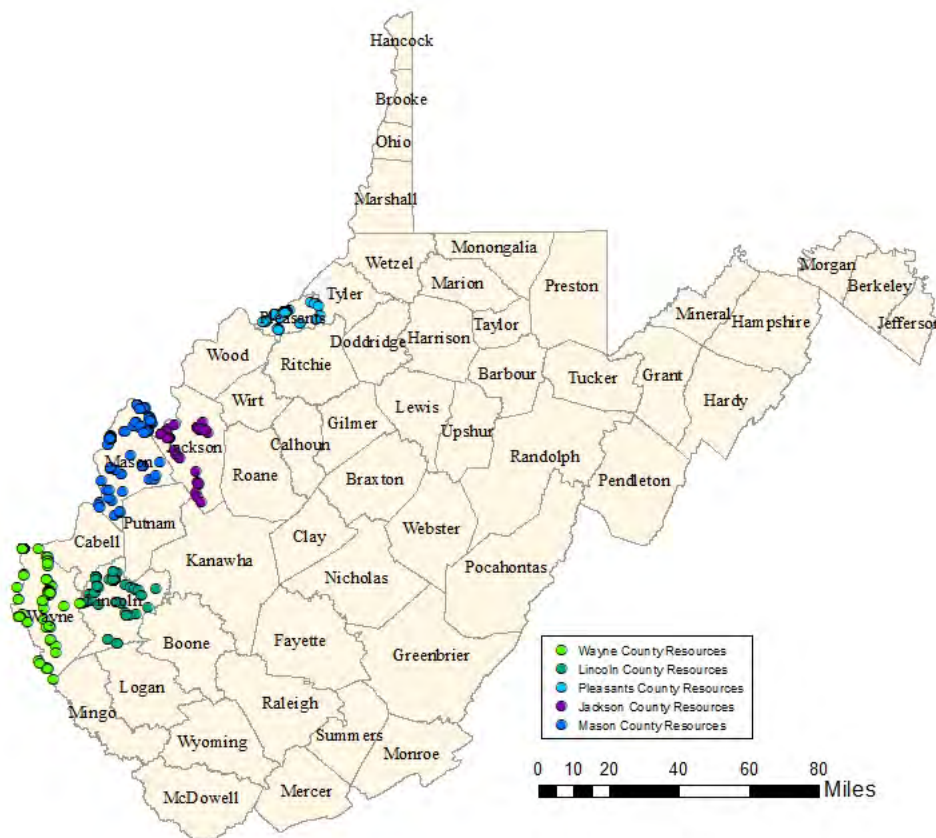


Figure 1. Survey Area Overview Map

Pleasants, Mason and Jackson counties generally share common topography with flat river bottom land along the Ohio River, quickly giving way to rolling hills and moderate mountainous terrain moving inland. The Ohio

River historically has played an essential role for these counties, providing transportation links to the rest of the nation and rich agricultural lands. River towns that developed along the Ohio include St. Marys, Ravenswood and Point Pleasant in the survey area, and Huntington and Parkersburg in neighboring counties.

Moving south in project area, Wayne and Lincoln counties begin to have more in common with the southern mountain regions of West Virginia, both topographically and economically. Here the mountains become steeper and rural areas more isolated, though not as rugged as the counties to the southeast. The city of Kenova, on the northwestern tip of Wayne County, is the county's only town on the Ohio River. The Big Sandy River, while a navigable waterway, was less prominent than the Ohio for transportation. Instead, the railroad featured as the region's major link to the world beyond.

## General History of the Ohio River Valley

This section of the upper Ohio River drainage system witnessed conflicts between European empires over the control of territory and fur trading in the eighteenth century. French trappers and traders, based in Quebec and Montreal, bought furs from and provided European manufactured goods to their allied tribes of native inhabitants in the Ohio country between the Great Lakes and the Allegheny Mountains. The Dutch, followed by the British, challenged the dominance of New France in the colonial fur trade beginning in the last half of the seventeenth century.

Although the Colony of Virginia claimed jurisdiction in the Ohio country, traders and trappers from New France controlled the movement of furs and trade goods throughout the region until the 1750s. At this time, British-American land investment companies received royal charters to develop and sell land west of the Allegheny Mountains. Additionally, traders from Pennsylvania ventured into the Ohio Country to trade with tribes dissatisfied with French trade goods. In response, royal government officials in New France dispatched a military expedition down the Ohio River to fortify their claim to the region in 1749. In 1752, French-allied tribes also attacked and destroyed a native village in Ohio of a group led by Memeskia, who had welcomed British-American traders (Anderson 2001).

Construction of forts by both British and French forces intensified hostilities in this region, leading to open warfare. Consequently, the French and Indian War halted British-American settlement and land speculation in this part of the Ohio River valley. With British victory in this conflict came expulsion of French authority from North America and a diminishment in the influence of tribal groups, particularly following the suppression of Pontiac's Rebellion in 1763. After the war, increasing numbers of British-American settlers arrived. These incursions into tribal territory provoked native groups to attack settlers from Pennsylvania, Maryland, and Virginia. Events associated with Dunmore's War in 1774 marked a further reduction of native control in this region (McBride, McBride, and Adamson 2003).

The conclusion of the American War for Independence opened up the region for a period of renewed settlement activities. Former colonies surrendered their territorial claims to land north and west of the Ohio River, while Virginians, who owned large tracts of land on the opposite shore, gradually sold off their holdings. Due to the Confederation Congress's generous land disposal policies (the 1785 Land Ordinance and the 1787 Northwest Ordinance) and exclusion of slavery, populations increased with more frequency on the Ohio Territory side of the Ohio River than on the Virginia side of the Ohio River.

During the early Federal period, violence on the frontier continued to hamper settlement. Ineffective federal government responses to attacks on American settlers in western Virginia by Ohio Country tribal groups, among other reasons, contributed to the 1794 Whiskey Rebellion and support for the whiskey rebels along the Ohio River. General Anthony Wayne's victory over Ohio Country native groups at Fallen Timbers that



same year, and the subsequent Treaty of Greenville, confined tribes of the Ohio Country to the northwestern portion of the territory and dampened the violence between settlers and native inhabitants (Slaughter 1986).

Transportation and commerce along the Ohio River increased during the War of 1812, leading to an intensification of settlement and community building in the region. Traffic on the river prompted the need for wharves and docks. These ports led to the creation of such towns as Sistersville, St. Marys, Parkersburg, Ravenswood and Point Pleasant. Mills became important structures along waterways for the processing of field crops and timber. Large and small mills for processing grain, lumber, woolen goods and other products were located on various streams and rivers. Construction of the Northwestern Turnpike in the 1830s to Parkersburg in Wood County further facilitated commercial connections to markets beyond the region, specifically Winchester, Virginia, for traders, farmers, and merchants in this area (Sturm 2010). Dozens of smaller regional turnpikes were also chartered throughout the antebellum period, connecting towns to each other and to larger roads and waterways.

Oil and natural gas had been known resources of the region since early exploration and wells were developed as early as 1819 in Wirt County. By the advent of the Civil War, an oil boom was underway that included much of the western portion of the state. At least six refineries were built at Parkersburg beginning in 1861 and many communities sprang up seemingly overnight (Allen 2017). The growth of heavy industry in the Ohio River Valley prompted the construction of the Ohio River Railroad, which was completed in June 1884 from Wheeling to Huntington, and acquired as a branch line of the Baltimore & Ohio Railroad in 1912 (Bess 2015). It connected the Upper Ohio River Valley with the Norfolk & Western Railroad in Huntington and Kenova. West Virginia led the nation in natural gas production from 1906 to 1917 (Kuykendall 2011). A refinery was built at St. Marys in 1913 and operated until the 1980s.

The Ohio River has consistently filled an essential role in the economy of the region. Following World War II, power companies and industrial chemical companies constructed facilities along the Ohio River bank to take advantage of river-borne bulk transport. Farming and natural resource extractive industries continue to the present (Bailey 2013).

## Pleasants County

Pleasants County is bordered on the north by the Ohio River on the east by Tyler County, on the south by Ritchie County, and on the west by Wood County. It is the fourth smallest West Virginia county with an area of 131 square miles. The terrain, in general, features narrow creeks flowing toward the Ohio River. Middle Island Creek, a major waterway, empties into the Ohio River north of St. Marys, the county seat. Throughout the county, creek bottoms and valleys serve as farmland and locations for small communities. The steep slopes above the farmland in the valleys are forested. Some of the ridge tops have been cleared of timber and are used for farming. The county's most populated towns and major industrial sites are located along the banks of the Ohio River. Multiple powerline and gas pipeline rights-of-way cross through the county.

In 1851, the Virginia General Assembly named Pleasants County after James Pleasants, a noteworthy politician. The General Assembly formed the county from sections of Tyler, Wood, and Ritchie Counties. James Pleasants (1769–1836) had served the Commonwealth of Virginia as a representative in the federal Congress from 1811 to 1819, as a Senator from 1819 to 1822, and as governor from 1822 to 1825. He resided in Goochland County (Hornbook of Virginia History 2012, 2015, 2017).

The earliest European settlers were Jacob and Isaac Larue in 1797. Alexander Creel established the river port of Vaucluse in 1843, and built a road linking it with the Northwestern Turnpike 13 miles to the north. The village met its demise in 1848 due to fire and flood. Creel then established the city of St. Marys a short

distance to the north of Vaucluse in 1849. Creel's tavern, built 1850, is still extant on Creel Street in St. Marys, which was the central business district in the early years of the town (Bailey 2013).

The oil boom hit Pleasants County at Horseneck, near the Wood County border, in 1863. Oil extraction, refinement, and shipping became an important feature in the local economy throughout the twentieth century (Hardesty 1882: 237; Bailey 2013). Cooper shops, which produced wooden barrels for oil transport, numbered 13 in St. Marys (Bailey 2013). Other extractive industries, such as coal and gas, contributed to the Pleasants County economy (Federal Writers 2013: 493). The Ohio River Railroad (later B&O) arrived in 1884 and passed directly through the center of the St. Marys business district on 2<sup>nd</sup> Street (Pleasants County Historical Society 1980: 90-91).

The post-World War II economy brought chemical and power industries to Pleasants County, again thanks to navigable river access. American Cyanamid, a chemical company that produced products from fertilizer to pharmaceuticals, built a plant at Willow Island in 1946. In the 1970s a power plant was constructed just north of American Cyanamid.

## Jackson County

Jackson County is bordered on the north by Wood County, on the east by Wirt and Roane Counties, on the south by Kanawha and Putnam Counties, and on the west by Mason County and the Ohio River. The hilly terrain, in general, features narrow creeks flowing toward the Ohio River. Big Mill Creek and Big Sandy Creek, major waterways within the county, drain toward the Ohio River. Ripley is the county seat. Throughout the county, creek bottoms and valleys serve as farmland and locations for small communities. The steep slopes above the farmland in the valleys are forested. Some of the ridge tops have been cleared of timber and are used for farming. Aside from Ripley, the county's most populated communities, such as Ravenswood, and major industrial sites are located along the banks of the Ohio River.

In 1831, the Virginia General Assembly created Jackson County from sections of Mason, Wood, and Kanawha Counties. The county's namesake is President Andrew Jackson.

Early settlers in Jackson County arrived in the late 1700s after frontier conflicts with natives had subsided. The earliest settlements were near the Ohio River at current day Ravenswood and Millwood. Settlers then began to push inland, establishing mills along streams. Benjamin Wright established a mill in 1801 on the falls of Big Mill Creek. It was originally known as Wright's Mill but was called Cottageville when it was formally laid out in 1858. Further up Big Mill Creek, grain and lumber mills were established starting in 1824 near present-day Ripley, which was chartered in 1832 and became the county seat. Ravenswood was incorporated in 1852 and thanks to its location on the Ohio River, grew to be the largest town in Jackson County (jchswv.org).

Construction of turnpikes in the 1850s facilitated connections to markets beyond the county. For instance, a road from Charleston to Ravenswood was constructed between 1856-1861, and the Ravenswood & Spencer Turnpike was completed in 1854 (Krebs and White, 1911: 3-4). Mapping from 1926 illustrates the Ravenswood, Parkersburg, & Ripley Road proceeding through the county (U.S. Geological Survey 1928).

During the Civil War, the Union maintained control of the region around Jackson County without engaging in major battles. A singular exception, however, was the conclusion of rebel General John Hunt Morgan's cavalry raiding across Indiana and Ohio in 1863. Morgan's cavalry had damaged and disrupted Union supply lines. In July 1863, just weeks after the decisive Union victories at Gettysburg and Vicksburg, Union forces captured Morgan's outfit, including General Morgan, crossing the Ohio River at Buffington Island just north of Ravenswood. Morgan's actions had minimal effect on the course of the war (McPherson 1988: 763; Swick 2012).

After the Civil War, extraction of oil, coal, and natural gas augmented Jackson County's local economy that had been based on agriculture and lumber. The Ohio River Railroad/B&O served Ravenswood and other towns along the river. Other railway companies built rights-of-way through Jackson County to reach markets in Ripley and Liverpool. The Ravenswood & Spencer Branch of the Baltimore & Ohio arrived in Ripley in 1892, and the Ripley & Mill Creek Valley Railway completed its line from Millwood to Ripley in 1888 (Krebs and White, 1911: 3-4).

Improved transportation helped small communities grow by connecting them to larger markets. Staats Mills, which received a post office in 1879, had a sawmill, rolling mill, store, blacksmith, school, homes and churches. Today only the 1887 covered bridge remains (Fisher.) Similarly, small industrial centers appeared throughout the county, usually centered around either a mill or a river port. A typical community would include a store, school, church, blacksmith and other local necessities. Murrayville on the Ohio River became a center of steamboat construction as the headquarters of the enterprising Captain Andrew J. Flesher, who constructed over 150 vessels (Krepps).

Agriculture, shipping, timber and oil and natural gas continued to form the basis of the county's economy into the 20<sup>th</sup> century. Throughout this period, the river was gradually becoming less relevant as roads and railroads supplanted waterways for shipping ("Look Homeward..."). After World War II, however, the Ohio River began to attract large chemical, power and manufacturing companies. In 1957, Kaiser Aluminum built a large factory seven miles north of Ravenswood that was expected to employ 5,000 people by 1960 ("Plant Production..."). It remained a major employer in the county for decades until it closed in 2009.

## Mason County

Mason County is bordered on the north and west by the Ohio River, on the east by Jackson County and on the south by Cabell and Putnam counties. Mason County was formed in 1804 from part of Kanawha County and named for George Mason IV, known as the Father of the United States Bill of Rights. Recent discussion, however, presents the argument that the county was named for Mason's nephew, Stevens Thomson Mason, a Virginian and U. S. Senator. The Ohio River has formed and sustained the economic growth of the county. Primary industries are agriculture, coal, natural gas and historically, shipping. The county's location at the confluence of the Ohio and Kanawha Rivers also made it a strategic location and important transportation link to points east along the Kanawha including Charleston and New River valley. Point Pleasant is the oldest town on the Ohio River south of Pittsburgh, PA and is the largest in Mason County (Thorn 2015 and wvgenweb.org).

The point of Point Pleasant was traditionally called Tu-Endie-Wie, or "place between two waters," in the native Wyandot language. A Shawnee village existed until 1765 at the mouth of Old Town Creek. European explorers and fur traders were next to explore this point of land. In the fall 1770, George Washington surveyed 52,000 acres of land along the Ohio and Kanawha rivers that was part of a land grant for service in the French and Indian War. Later, veterans came west to claim their grants and establish farms and other ventures. Violence between native peoples and European settlers hampered the occupation of the Ohio River Valley between the 1750s and 1790s. This tension resulted in Lord Dunmore's War, a declaration of war on the Shawnee and Mingo tribes by Lord Dunmore, the colonial governor of Virginia. The only battle of the war occurred at Point Pleasant on October 10, 1774, where Colonel Andrew Lewis defeated the native tribes led by Chief Cornstalk with a force of 1,100 Virginia militiamen (Lewis 1970 and Carney 1985). After this and other battles, a number of treaties were signed with native chiefs negotiating retreats by the tribespeople and resulting in white settlement of the Ohio River Valley (Williams, 2013 and Sturm, 2010).

After the battle, Col. Lewis established the site as "Camp Point Pleasant," and the opening of expansion from the Alleghany Mountains into the Ohio River Valley, and even into Kentucky commenced. But exploration and



settlement was slow as Point Pleasant did not receive its official charter until 1794, and the first official road through what would become Mason County was not until 1798. Surveyed by Thomas Hannan, parts of the remaining road are still known as the Hannan Trace Road (Pulice 2003).

Mason County consists of rolling farmland punctuated by narrow creeks flowing toward the Ohio River. Rich agricultural bottomland fills the northern tip of the county in the area known as “the Big Bend,” a large oxbow of the Ohio River that is home to early-19<sup>th</sup> century trading communities such as Hartford City, New Haven, and Letart. The river connection continued to promote population and economic growth. In 1820, the population of the county was 4,868. Point Pleasant became incorporated in 1830 and a boatbuilding industry was established there after 1840. Boatbuilding remained a tradition, and even in the 20<sup>th</sup> century, construction of metal-hulled craft was an important industry at Point Pleasant yards (Carney 1985).

The county did not figure heavily in Civil War fighting aside from a few limited engagements. Confederate General John McCausland, who grew up in Mason County along the Kanawha River Valley gained notoriety for burning the town of Chambersburg, Pennsylvania after they refused to pay a ransom. McCausland returned home to Mason County after a period of exile in Europe and lived there until his death in 1923 (Thorn 2015).

Industry picked up again after the Civil War, with the addition of oil, natural gas and coal extraction to the timber, shipbuilding and agriculture economy. The Ohio River Railroad/B&O (1884) and the New York Central Railroad (1888) both constructed main lines and continued to acquire smaller railroads throughout the state and nation, creating a vast transportation network. Hartford, New Haven and Mason, established in the 1850s and 1860s, boomed as a result of the salt brine industry (Thorn 2015). Conversely, these towns as well as others along the Ohio River have also suffered from flood damage, especially the 1937 flood.

As with the rest of the Ohio Valley, industry shifted to chemical, power and heavy manufacturing after World War II. The Gallipolis Locks and Dam were constructed in 1933-37 and increased the shipping capacity of the Ohio River (Thorn 2015).

## Wayne County

Located in the lower Ohio River Valley region of West Virginia, Wayne County was formed in 1842 from the southwestern part of Cabell County. The county’s land area covers about 512 square miles. The county and the county seat were named for General “Mad Anthony” Wayne. General Wayne (1745-1796), who served in the Continental Army during the Revolutionary War and earned his nickname by taking daring moves (Hall 2015). Wayne County is the westernmost county in West Virginia and lies at the juncture of two of its biggest rivers, the Big Sandy and the Ohio.

The Ohio River bounds the county to the north and the Big Sandy and Tug Fork rivers bound it to the west. Wayne County is additionally bounded by Cabell and Lincoln counties to the east and Mingo County to the south. The Tug Fork River flows north and joins the Levisa Fork River at Fort Gay to form the Big Sandy. The Big Sandy flows north and meets the Ohio River at Virginia Point in the City of Kenova. Additionally, Twelve Pole Creek runs through the center of the county, with its forks located just south of Wayne town. These waterways, along with the 1890 establishment of the Norfolk & Western Railway, as well as the Chesapeake & Ohio Railroad in 1871, formed and sustained the economic growth of the county. Further, this western part of the state is known for its bituminous coal mines and natural gas.

Paleo-Indians originally inhabited the area of Wayne County and the entire Ohio River Valley, leaving numerous burial mounds throughout Wayne County and the City of Kenova (Thompson, p. 11). Conflicts between settlers and native people hindered settlement along the frontier in the mid to late 18<sup>th</sup> century.

Shows of force by the United States government and subsequent treaties resulted in the relocation of native tribes further west and continued settlement by European Americans (Williams, 2013 and Sturm, 2010).

Settlement occurred as early as 1799 along the Tug River in southern Wayne County, and about 30 families had settled along the banks of the Tug and Big Sandy rivers by 1800. The challenging mountainous terrain and absentee landowners along the Ohio River stymied settlement of much of the area in the early 19<sup>th</sup> century. Although there were no major towns in 1830, the most important village was present day Fort Gay. Located at the junction of the Levisa and Tug Forks, it was a major migration route out of southwestern Virginia, and was located across the river from the important town of Louisa, Kentucky (Thompson pp. 40, 41, and 52). The town was chartered in 1875 as Cassville, with its name changed to Fort Gay in 1932.

In 1830, the James River and Kanawha Turnpike, a major east-west route connecting the eastern seaboard with the western frontier, was extended across northern Wayne County to the mouth of the Big Sandy River. Other smaller regional turnpikes were also constructed in the antebellum period. At the same time, ferries began crossing the Big Sandy into Kentucky and steamboat traffic was extended up the Ohio River from Cincinnati to the mouth of the Big Sandy and Guyandotte in 1831. The first steamboat arrived in Louisa, Kentucky in 1837 (Thompson, p. 53).

In the early 19<sup>th</sup> century, this area was still part of Cabell County and citizens had to travel 60 miles to reach the county courthouse in Barboursville. The Virginia General Assembly finally authorized the creation of Wayne County in January 1842 after several previous attempts. Though Fort Gay was the largest community at the time, the county seat was more centrally placed at Trout's Hill, Abraham Trout's farm at the forks of Twelvepole Creek. The Civil War slowed growth in the county (Thompson, pp. 11 and 62).

Wayne County was evenly split during the Civil War, with half of the 1,100 soldiers from the county fighting for the Union and the other half fighting for the Confederacy. Milton J. Fergusson, the county's Prosecuting Attorney, organized a local Confederate cavalry regiment. On the other hand, the village of Ceredo was founded by New England Congregationalists in 1857 as an abolitionist colony and was the site of the Union Camp Pierpont. Although several skirmishes had occurred throughout the county, after June 20, 1863, Wayne County became part of the new state of West Virginia. Prior to the war, Wayne County had 143 slaves, and after the war the freed blacks settled at Ceredo and later Huntington. A black community was also established at Trout's Hill (Thompson, pp. 95, 101, 118, and 119).

After the Civil War, economic development resumed along the Big Sandy River, with steamboats and other river traffic increasing. Log drives carried timber from three states down the river to the Ohio River during the late 19<sup>th</sup> and early 20<sup>th</sup> centuries. The 1890 completion of the Norfolk & Western Railway Ohio Extension from the southern West Virginia coalfields through Wayne County to the Ohio River further spurred the timber and coal industries. The original alignment (the Twelve Pole Division) followed Twelvepole Creek through the center of the county but this route was found to be remote and inefficient and a new alignment along the Big Sandy River was constructed in 1904. The Twelve Pole Division operated as a secondary line until 1933, when it was abandoned by the railroad and converted to automobile use (Cahal).

Kenova was founded by the N&W in 1889 and chartered in 1894, with its name derived from its three neighboring states, Kentucky, Ohio, and West Virginia. The Baltimore & Ohio, Chesapeake & Ohio, and the Norfolk & Western railroads all passed through Kenova, making it a hub of activity. At one point in the 1950s, it was stated to have more trains passing through it than any other place in America (Massey, 2013).

Wayne County's population tripled from 7,852 in 1870 to 23,619 in 1900. Increased access to the county's natural resources continued population growth through the 20<sup>th</sup> century to a peak of 46,021 in 1980. Present

day significant companies include Ashland Chemical Co., Sunoco Chemical, Hamer Lumber, Rockspring Development, Pen Coal Company, and the Kanawha River Terminal (Massey, 2013).

## Lincoln County

Lincoln County is located in the southwestern West Virginia and is bounded by Wayne and Cabell counties to the west, Putnam County to the north, Kanawha and Boone to the east and Logan and Mingo to the south. It occupies a unique position between the southern coalfields, the chemical and industrial Teays Valley corridor, and the Ohio River Valley. Lincoln County was formed in 1867 from parts of Boone, Cabell, Kanawha, Putnam, Logan and Wayne counties. The primary waterways are the Guyandotte River flowing south to north through the western part of the county, and the Mud River, flowing south to north generally through the center. The county covers 439 square miles (Kirk 2013).

Prehistoric people and Native Americans had a moderate presence in the Lincoln County area, settling in some areas and using the area for hunting. The first European settlers arrived in 1799 and others soon followed. Settlement centered around the rivers, particularly the Falls of Guyan near present day West Hamlin (Kirk 2013).

Lincoln is one of five West Virginia counties to be formed after the formation of the state during the Civil War. Loyalties were divided between the North and South and the area only saw a few minor skirmishes. The county seat was established in 1867 on the land of one Charles Lattin, as specified in the act that created the county. The county jail was built that same year. The town was named Hamlin either for Methodist Episcopal bishop Leonidas L. Hamline or for Hannibal Hamlin, Lincoln's vice-president ("History.")

Agriculture was the county's primary early industry, and was a leading producer of tobacco in the state. Coal and timber were also prominent early industries, prompting the construction of locks and dams on the Guyandotte River in the 1840s to facilitate their transport. The lock system was destroyed by a flood in 1867 and was never rebuilt. Still, timbering flourished and logs were floated down the river. The river as primary transportation mode was displaced by the construction of the Chesapeake & Ohio Railroad alongside it in 1902-1904. The C&O linked Lincoln County to Huntington and was primarily built to access coal reserves in southern West Virginia. An oil and gas boom also emerged beginning in 1905, spurring the rapid growth of many small communities, particularly Griffithsville. Between 1900 and 1910, the population of the county increased from 15,434 to 20,491 and continues to hover around 21,000 today (Kirk 2013).

In 1909, the Lincoln County courthouse was destroyed by fire in a suspected act of arson. One theory for the crime is that due to the growing mineral extraction industry and accompanying rises in land values, land speculators wanted to destroy title records. Indeed, many local residents, who had little knowledge of real estate law, lost titles to speculators who filed claims after the fire (West Virginia Encyclopedia.)

The Great Depression hit Lincoln County hard, with 89% of families receiving government assistance (Kirk 2013). Today, in spite of the general decline of coal mining in the region, it is still one of the county's top employers, along with healthcare, education, trucking and oil/natural gas services (WV Dept. of Commerce.)

## SURVEY METHODOLOGY

Courtney Fint Zimmerman, ARA owner and lead architectural historian on the project, met with WVSHPO staff in November 2016 to discuss survey methodology. Ms. Zimmerman proposed that ARA perform survey work in all counties within the scope in order to obtain a geographic variety of properties and to augment undersurveyed counties in the WVSHPO inventory. It was also agreed that the survey would focus primarily on obtaining previously undocumented resources, rather than updating forms for previously surveyed

resources. However, updating forms for resources previously documented more than 5 years ago would be undertaken in certain circumstances, including extremely outdated forms, resources within a potential historic district, or new information found regarding National Register eligibility. WVSHPO staff provided information on previous surveys and survey reports.

It was anticipated that a maximum of three weeks would be spent on field survey. Ms. Zimmerman, along with qualified architectural historians Dr. Matthew Hyland and Anne Stuart Beckett, visited Mason and Jackson counties April 24-27, Pleasants County on May 23, and Wayne and Lincoln counties June 26-29.

Prior to field survey, ARA contacted local historic groups by letter, email and social media in order to gather information and suggestions on possible communities and resources to add to the field survey schedule. Responses were limited. However, post field survey, social media groups for county historical societies proved to be a valuable resource for following up on resources that were documented in the field but had scant information available in books and other typical sources.

ARA staff used mobile database applications on iPads in the field to record photographs and architectural data. ARA obtained the Geographic Information System (GIS) shapefile for the WVSHPO statewide historic inventory in order to create an initial database and mapping. The database was then populated with the available information in HPIs obtained from the WVSHPO Online GIS System, particularly photographs and basic architectural data. This allowed surveyors to identify previously documented resources in the field.

In preparation for field survey, ARA staff reviewed historic topographical maps and general historic information for each county. Historic maps helped identify communities and areas that may have historic resources. Surveyors then conferred on promising routes and destinations. In order to balance survey efficiency and geographic and architectural diversity, surveyors visited both rural areas and more concentrated towns and communities.

While in the field, surveyors documented properties that appeared to be greater than 50 years old and that had fair to excellent integrity. Properties that retained most of the following original or historic elements were generally documented: siding, windows, general design and massing, setting, and defining architectural features. Properties that were 50 years or older but had extensive alterations, i.e. vinyl siding, replacement windows, replacement porches, multiple and/or large-scale additions, etc., such that the original design was no longer evident, were not recorded. Within potential historic districts, properties that had poorer integrity but were still within the period of significance were documented in order to evaluate the district as a whole. Properties that had fair to poor integrity but that had potential for Criterion A significance based on context, prior information or the surveyor's professional opinion were documented.

ARA's custom database allows rapid gathering of a variety of architectural information and is based on the WVSHPO Survey Manual. Menus, dropdown lists and checkboxes follow the terminology specified in the manual. Mobile technology allowed surveyors to take photos of the resource using the tablet's camera that were then associated with the correct database record. Surveyors also took supplemental photos of resources and environs with digital photos.

Post field work, surveyors completed West Virginia Historic Property Inventory (HPI) forms for each resource in the database, which automatically generates the forms. Data was also exported to GIS for mapping and analysis. An index of all recorded properties and HPI forms is located in Appendix A.

## SURVEY RESULTS

## General Findings

ARA surveyed a total of 760 properties in the five-county survey area. The project resulted in a substantial increase of the total inventory of properties over 50 years old for most counties. The survey numbers for each county are outlined in Table 1. A summary of National Register eligibility recommendations is outlined in Table 2. Appendix A contains an index of all resources surveyed organized by survey number. Appendix B contains an index of National Register eligibility recommendations for all resources surveyed. Appendix C contains selected photographs of the survey area and resources. Appendix D contains USGS maps showing all resources surveyed.

County	Previously Surveyed Resources*	Newly Surveyed Resources	Updates to Previously Surveyed	Total Surveyed for this Project	Percent Increase in Total Inventory
Pleasants	34	81	1	82	240%
Lincoln	68	134	18	152	224%
Jackson	498	75	0	75	15%
Mason	300	318	1	319	106%
Wayne	216	122	10	132	61%
				<b>760</b>	

Table 1. Total Properties Surveyed in Each County.

\*Approximate number based on WVSHPO GIS data

County	Not Eligible	Eligible – Individual Listing	Eligible – Historic District	More Research Recommended	Total Surveyed
Pleasants	52	27	0	3	82
Lincoln	127	12	0	13	152
Jackson	63	7	0	5	75
Mason	286	20	7	6	319
Wayne	83	18	21	10	132
<b>Total</b>	<b>611</b>	<b>84</b>	<b>28</b>	<b>37</b>	<b>760</b>

Table 2. Summary of National Register Recommendations

Most dates of construction were estimated by surveyors, based on architectural style, materials and context. A limited number of true dates of construction are known based on signage, interviews or research. Figure 2 graphically represents the dates of construction of surveyed resources based on largescale historical events including the Civil War, the turn of the 20<sup>th</sup> century, Great Depression and World War II. The bulk of surveyed resources were built in the early 20<sup>th</sup> century before the Great Depression. Even with factors present such as surveyor bias in selecting resources, incomplete coverage of the survey area, and error in dating buildings, the conclusions suggested by the graph correlate to expected findings, in particular:

- The largest number of buildings surveyed were constructed during the boom years of the early 20<sup>th</sup> century;
- A small number of Pre-Civil War buildings were identified, due to fewer buildings constructed in general during this period, and fewer still remaining extant over 150 years later;
- An increase in the Post-Civil War period, representing a gradual increase as settlement, the railroad and the Industrial Revolution increased development;
- A sharp decline as a result of the Great Depression and World War II curtailing domestic construction;
- A moderate number of post-World War II resources documented, likely due to surveyors choosing older structures to document in the field.

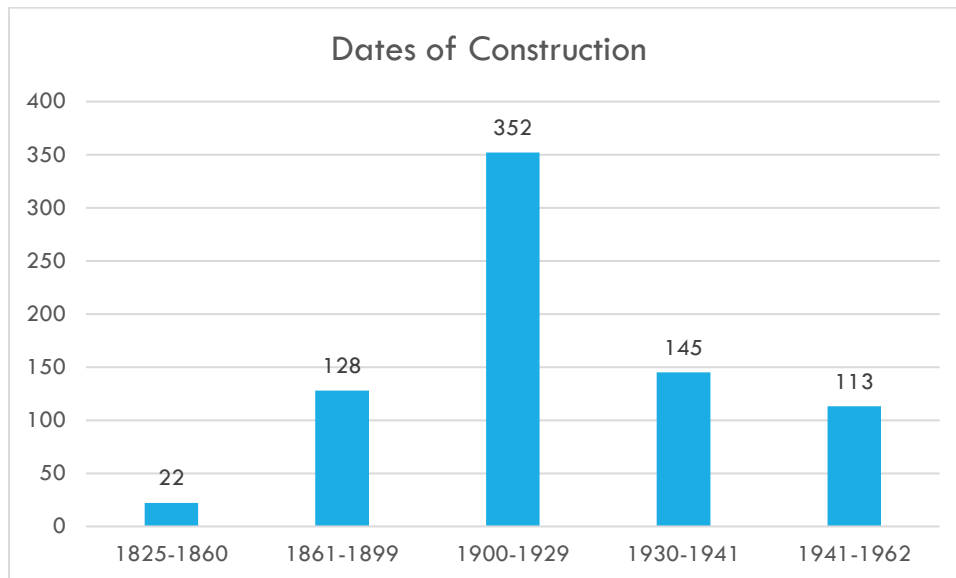


Figure 2. Number of Resources Surveyed with Dates of Construction Within Date Ranges Based on Major Historical Events

Exterior materials found on each resource were also quantified and analyzed for each county. Figures 2 through 7 contain pie charts detailing the proportion of each type of exterior material recorded, using the approved categories specified in the WVSHPO Survey Manual. The charts indicate that wood-weatherboard and brick were the two most recorded materials, followed by synthetic-vinyl siding, except for Mason County. In Mason County, surveyors comprehensively documented a large residential area that included many houses with vinyl siding, which accounts for the higher proportion. A variety of other materials are represented by the remainder of materials observed in the field. These results support expected findings, with inexpensive materials such as wood and brick comprising the bulk of potential historic properties and more expensive, early and/or less popular materials such as log, concrete, terra cotta and stone proving rarer.

Figure 3. Pleasants County Exterior Materials

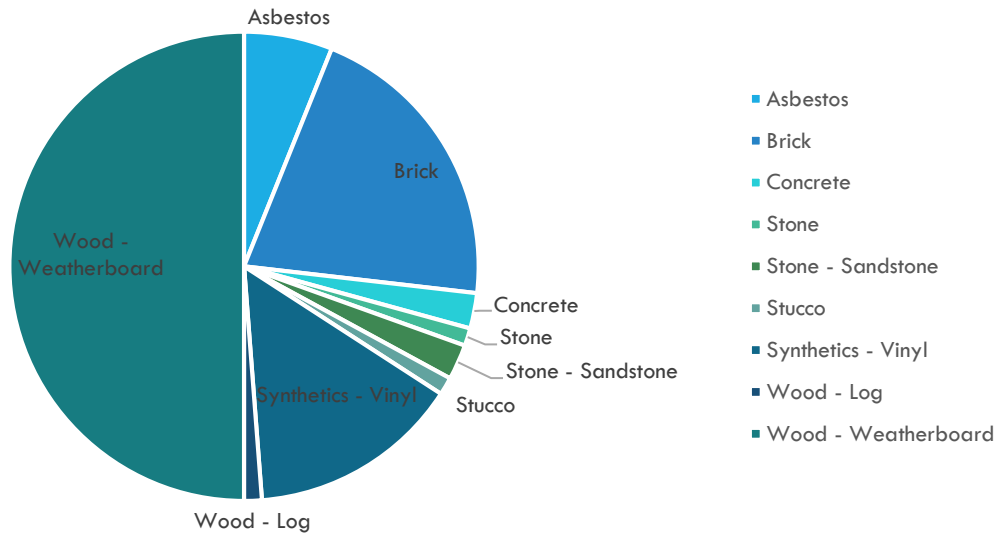


Figure 4. Lincoln County Exterior Materials

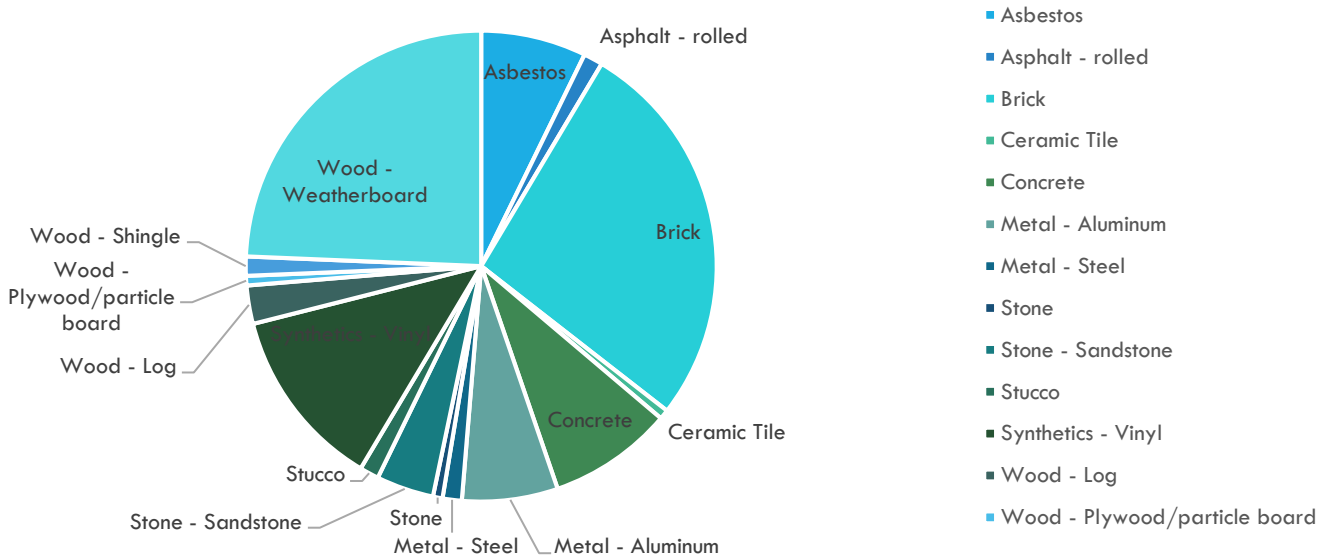


Figure 5. Jackson County Exterior Materials

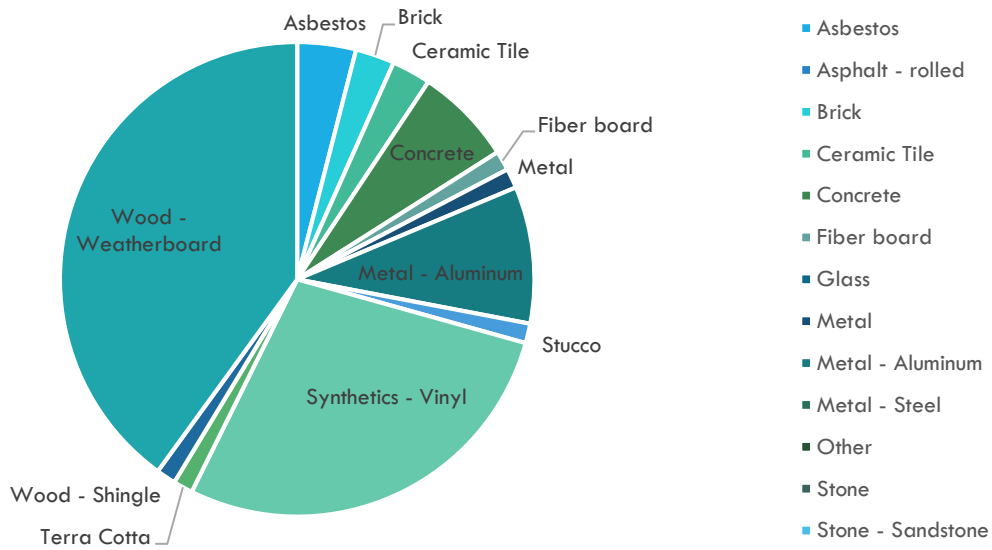


Figure 6. Mason County Exterior Materials

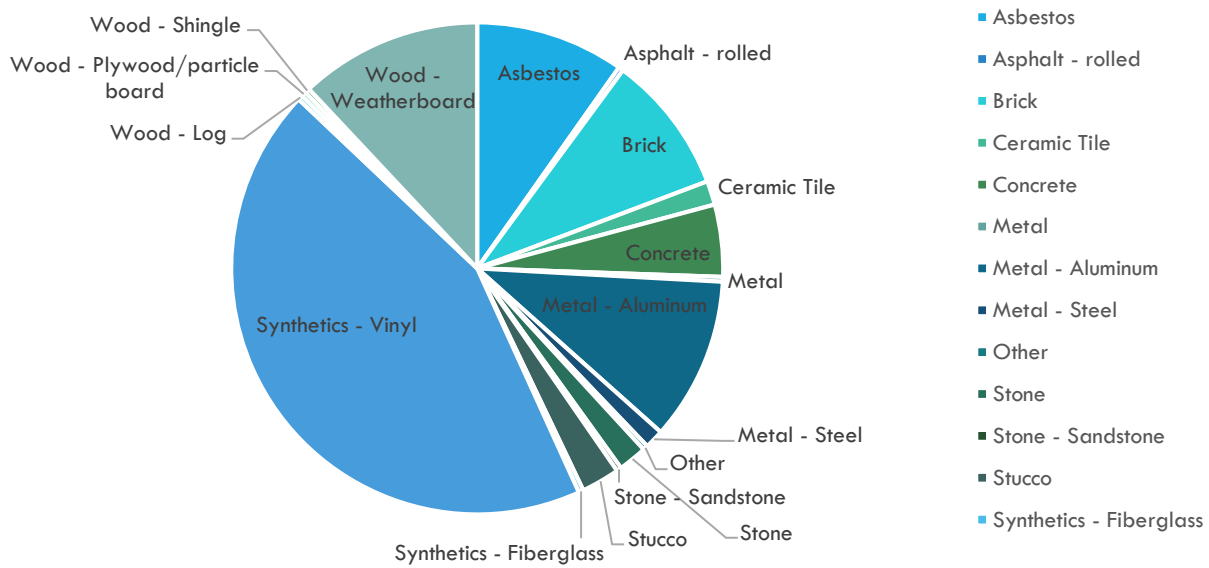
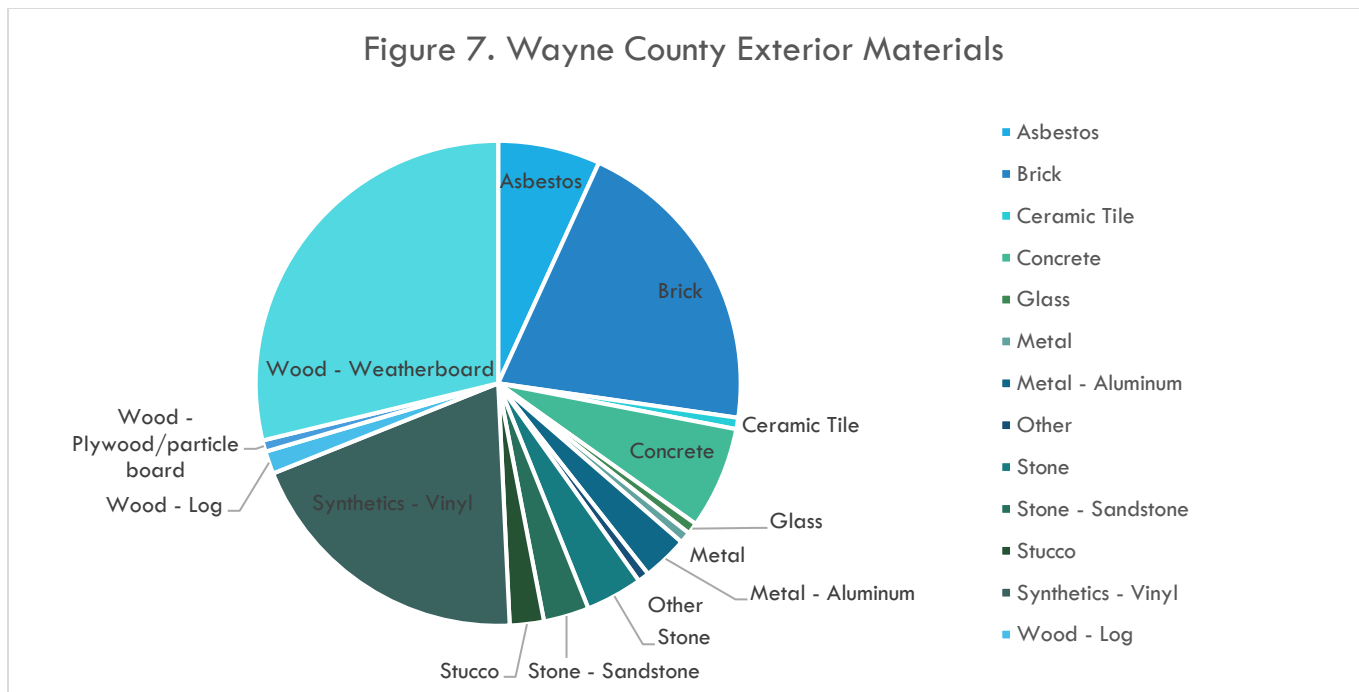




Figure 7. Wayne County Exterior Materials



Because surveyors sought and selected properties for documentation that generally retained integrity, these proportions do not represent overall proportions of historic materials for all structures in the county. Rather, these data illustrate the most prominent materials found in properties judged to potentially meet minimum requirements for the National Register of Historic Places, namely age and integrity. This analysis has more widespread potential if and when digitized county tax records become available. Tax records often include dates of construction and exterior materials. Mass screening of these two factors could help streamline and direct survey efforts, as well as provide insight into local construction and building technology trends over time.

The following sections discuss survey findings and recommendations for each county in the survey area.

### Pleasants County

Pleasants County, a small county, had a corresponding small number of previously surveyed properties. The county has two properties listed in the National Register of Historic Places, including the Cain House (Creel Tavern) and the Pleasants County Courthouse. The county seat of St. Marys had not been comprehensively surveyed, and so surveyors focused on this town as a potential historic district. Surveyors also surveyed towns along the Ohio River, Middle Island Creek, and various state and county highways. Areas covered include the following:

- WV Route 2 along the Ohio River; WV Route 16; County Routes 1, 3, 7, 10, 18, and other minor roads
- Raven Rock, St. Marys, Belmont, Eureka, Willow Island, Arvilla, Wasp, Schultz, and others

The areas surveyed were generally rural or small communities, aside from St. Marys. Most resources surveyed were early 20<sup>th</sup>-century residences, typically Bungalows and modest Folk Victorian frame structures. The towns that were surveyed, including St. Marys, were found to have poor integrity as historic districts due to

demolitions, alterations and intrusions. However, 27 sites were identified as potential individual National Register properties. These include a number of early 20<sup>th</sup> century commercial and residential buildings in St. Marys, the WPA St. Marys Post Office (PL-0039), the Cook Farm (PL-0090) and the Union Chapel Church of Christ (PL-0104.) Three additional properties are recommended for further research to explore possible Criterion A local significance.

Residential and commercial properties in St. Marys account for 22 of the 27 properties in Pleasants County recommended for individual listing in the National Register. A St. Marys historic district was considered, but comparisons between currently extant resources and historic photographs led to the conclusion that too much historic fabric from the town's period of significance has been lost. A multiple property nomination for Historic Buildings of St. Marys is recommended.

## Lincoln County

Lincoln County had approximately 68 previously surveyed resources, which is partly due to the county's sparse population and mountainous terrain. The county has three properties listed in the National Register of Historic Places, including the Coal River Locks, Dam and Log Boom archaeological district, Holley Hills Estate and Lincoln National Bank. The county seat of Hamlin was partially documented in 1981 and was recommended at that time as a potential historic district, so surveyors undertook a comprehensive documentation of the town for this project. Other areas covered included the following:

- WV Route 10, WV Route 3, WV Route 214, County Routes 1, 11, 62, 46, 30, and other minor roads.
- Hamlin, West Hamlin, Branchland, Griffithsville, Sumerco, Yawkey, Sod, Ranger, Harts, Ferrellsburg, Alkol, Spurlockville, Palermo and others

The surveyed properties consisted primarily of early 20<sup>th</sup> century residences, followed by early 20<sup>th</sup> century commercial buildings. Most surveyed resources and towns exhibited poor integrity, with pervasive alterations and demolitions. Twelve properties are recommended for individual listing in the National Register, including a log structure (LC-0178), the Oil Field National Bank (LC-0011), two schools (LC-0010-0010 and LC-0143), a pedestrian suspension bridge (LC-0167) and a number of other resources. These resources are summarized in Appendix A.

The town of Hamlin is not recommended eligible as an historic district. Since the 1981 survey, the town has undergone many demolitions of important contributing resources including. Many extant resources within the period of significance also have undergone alterations. When compared to historic photos, the town does not retain integrity of setting, feeling and association. No other communities surveyed had a significant concentration of resources that retained historic integrity.

Thirteen additional properties are potentially eligible for the National Register under Criterion A local significance and recommended for more detailed research beyond the scope of this project, such as deed research, local interviews, and local archives.

## Jackson County

Jackson County had approximately 498 previously surveyed properties. The bulk of these were in Ravenswood and Ripley, which each have listed National Register Historic Districts. In addition to these two historic districts, the county has 10 properties listed in the National Register of Historic Places, including two covered bridges, Buffington Island Battlefield, two barns, a church, a school and three houses. Rural and agricultural areas had received less coverage in previous surveys; thus, the surveyors spent more time driving backcountry roads and recording low density areas. Areas covered including the following:

- WV Route 68 and WV Route 2 along the Ohio River
- County Routes 331, 30, 21, 13, 56
- Ripley Landing, Millwood, Kenna, Young, Goldtown, Sandyville, New Era, Lone Cedar and others

Most properties surveyed were early 20<sup>th</sup> century residences with alterations. A small number of commercial buildings were recorded. The town of Cottageville had a concentration of historic resources, but had many alterations, demolitions and intrusions. It does not possess sufficient integrity for listing as a National Register Historic District.

Jackson County yielded several historic resources recommended for individual listing, including the Greek Revival A.J. Flesher House (1847, JA-0431), Old Gilmore School (ca. 1920, JA-0409), and several late 19<sup>th</sup> century Victorian homes with good integrity and possible local Criterion A significance. An additional five properties are recommended for further research to explore possible Criterion A local significance.

## Mason County

Mason County had approximately 300 previously surveyed properties, the bulk in Point Pleasant and along the Kanawha River, which is known for a number of large river estates. The county has 12 properties listed in the National Register of Historic Places, including 10 houses, Point Pleasant Battlefield and the Point Pleasant Historic District. The downtown business district of Point Pleasant and adjacent residences is a listed National Register Historic District. However, many residential areas outside of the central core of the town had not been surveyed. Surveyors documented a mix of concentrated residential neighborhoods, small communities and rural farmland. Areas covered included the following:

- Glenwood, Ashton, Gallipolis Ferry, Apple Grove, Henderson, Point Pleasant Heights, Mason, New Haven, Hartford, Graham Station, Longdale and Letart along the Ohio River
- Board, Sassafra, Upland, Leon, Arbuckle, Grimms Landing, Capeheart, Mt. Olive and others inland and along the north side of the Kanawha River.
- WV State Routes 2 along the Ohio River; WV State Route 62 along the Kanawha River
- County Routes 88, 43, 41, 86, 39, 31, 15, 13, 12, 3 and other minor roads.

The vast majority of properties surveyed in Mason County were early 20<sup>th</sup>-century residences, most of which had poor to fair integrity. A number of farms and agricultural buildings were surveyed in the more rural interior part of the county, as well as intermittent commercial buildings. Twenty properties are recommended for individual listing in the National Register, including the remaining buildings of the Marietta Manufacturing Company (MS-0412 and MS-0413), the Letart Lock Keeper's House (MS-0436), a number of riverfront mansions (MS-0466, MS-0469, MS-0438, MS-0455, MS-0033-0003, MS-0496) and a variety of other locally architecturally significant homes. An additional six properties are recommended for further research to explore possible Criterion A local significance.

A residential area known as the Heights is located north of downtown Point Pleasant along West Virginia Route 62/Jefferson Ave and includes Jefferson, Mt. Vernon, Lincoln and Monroe Avenues between Camden and 28<sup>th</sup> Streets. This area was surveyed as a potential residential historic district. The Heights south of 22<sup>nd</sup> Street contains a significant concentration of early 20<sup>th</sup> century residences, but many do not retain historic integrity. The neighborhood was a gradual expansion of the city due to economic and population growth, and while it has a general association with the development of the city, it is not significant under Criterion A. A small concentration of architecturally significant homes along Jefferson Ave/WV 62 near Camden Street is recommended as a residential historic district. These homes are adjacent to, but distinct from the Heights neighborhood.

## Wayne County

Wayne County had approximately 216 previously surveyed properties fairly evenly distributed around the county with concentrations in the city of Ceredo, Cabwaylingo State Forest, Wayne and Crum. Wayne County has four properties listed in the National Register of Historic Places, including The Ramsell House in Ceredo, the Miller House in Kenova, Wildcat Branch Petroglyphs and Camp Map Anthony Wayne. Surveyors traveled to a variety of towns, communities and rural areas, including the following:

- US Route 52 along the Big Sandy River and the Tug Fork
- WV Route 152 along Twelvepole Creek, WV Route 37
- County Routes 252/14, 1/5, 1/7, 29/9 and other minor routes.
- Kenova, Fort Gay, Crum, Lavalette, Wayne, Elmwood, Ferguson, Dunlow, Nestlow

Ninety-eight residential properties were documented ranging in age from 1845 to 1960 with the majority dating from the early 20<sup>th</sup> century. Twenty commercial properties and a variety of agricultural, education, government and religious made up the remainder of the surveyed resources. Most of these properties had alterations or lacked architectural significance. Eighteen properties are recommended for listing as individual resources in the National Register of Historic Places, representing a wide variety of resources from architecturally significant houses to railroad bridges and tunnels to schools. An additional ten properties are recommended for further research to explore possible Criterion A local significance.

The town of Wayne was recommended as a potential historic district in 2003 as the result of a telecommunications project, so ARA surveyors undertook a comprehensive survey of the town. After documenting most historic properties within the downtown and adjacent residential areas and comparing extant resources to historic photographs, ARA concludes that due to extensive demolitions and poor integrity of the remaining resources, the town of Wayne does not possess sufficient integrity for listing as a National Register Historic District.

ARA surveyors concluded the project in Kenova, which has a compelling history as a railroad town in a strategic location on two rivers. As the project scope of 750 properties was approached, surveyors only documented a small percentage of the houses and other resources in Kenova, and no resources in adjacent Ceredo. Intensive-level surveys of both towns are recommended for future projects, as it is likely at least two potential National Register Historic Districts exist in these cities.

## CONCLUSIONS

Of 760 resources surveyed for this project, 84 are recommended as individually eligible for the National Register of Historic Places, and 28 are recommended contributing resources in two National Register historic districts. An additional 37 properties may also be eligible for listing based upon more detailed local research, such as deed research, interviews, and local archives. These counties are all underrepresented in the National Register of Historic Places. Efforts to provide funding for nominations and to assist local historic groups, students and other organizations in completing nominations should be encouraged.

One recommended strategy for listing a number of resources in the National Register at the same time is a multiple property nomination for estates, farms and mansions along the Ohio River. Eleven such properties were documented for this project, including

- JA-0431, Andrew Flesher Jr. House, Pleasant View, 1847.
- JA-0360, Victorian House, Millwood, ca 1900.

- MS-0436, Lock Keeper's House, Letart, ca. 1860.
- MS-0438, Victorian House, Letart, ca. 1870.
- MS-0446, Victorian House and Farm, Graham Station, ca. 1910.
- MS-0450, Victorian House and Farm, Graham Station, ca. 1885.
- MS-0455, Federal Style House, New Haven, ca. 1825.
- MS-0033-0003, George Murdock House, Hartford City, 1852.
- MS-0466, Lew G. King House, Hartford City, ca. 1852.
- MS-0469, Dodson House, Hartford City, ca. 1864.
- MS-0496, Henry Gwinn House, Glenwood, ca. 1860.

Many other potential contributing resources have been previously documented in the WVSHPO Inventory. An Ohio River Valley Estate and Farm multiple property listing would require additional efforts to identify previously documented contributing resources in all West Virginia counties along the Ohio River, and to survey potential contributing resources in Cabell, Wood, Tyler, Wetzel, Marshall, Ohio, Brooke and Hancock counties that have not been previously documented.

Much ground remains to be covered in these five counties, particularly along remote back roads and in isolated areas. Surveying rural and mountainous areas presents challenges for largescale surveys, since it is much less efficient and hours spent on the road can often result in only a few documented resources. An approach that solicits the assistance of local residents in identifying potential resources for survey could help focus efforts and avoid inefficient exploration. Press releases, meetings with local historic groups and especially social media engagement are strategies that can both educate the public on the National Register and historic preservation and provide valuable inside information for survey efforts.

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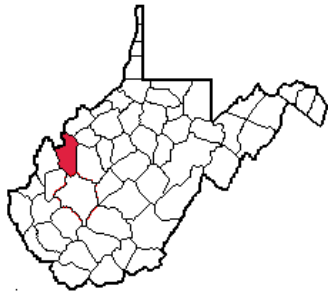
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Internal Rating: \_\_\_\_\_

## WEST VIRGINIA HISTORIC PROPERTY INVENTORY FORM

<b>Street Address</b> 99 Second St.	<b>Common/Historic Name/Both</b> <input type="checkbox"/> Common <input type="checkbox"/> Historic <input type="checkbox"/> Both House	<b>Field Survey #</b>	<b>Site # (SHPO Only)</b>  JA-0367
<b>Town or Community</b> Cottageville	<b>County</b> Jackson	<b>Negative No.</b>	<b>NR Listed Date</b>  NR No.
<b>Architect/Builder</b> unknown	<b>Date of Construction</b> 1920 <input checked="" type="checkbox"/> Circa	<b>Style (SHPO Only)</b> Other	
<b>Exterior Siding / Materials</b> Metal - Aluminum	<b>Roofing Material</b> Asphalt - shingles	<b>Foundation</b> Concrete - Block	
<b>Property Use or Function</b> Residential	<b>UTM Zone 17N NAD 1983</b> Easting    428324 Northing   4302225		
<b>Survey Organization &amp; Date</b> Aurora Research Associates, LLC  4/26/2017	<b>Quadrangle Name</b> Cottageville		
	<b>Part of What Survey / FR#</b> Reconnaissance-Level Survey of Pleasants, Lincoln, Jackson, Mason and Wayne Counties		



Site No.

Name: House

Survey #: JA-0367

Survey/FR#: Reconnaissance-Level Survey of Pleasants, Lincoln, Jackson, Mason and Wayne Counties

<b>Present Owners</b>	<b>Owners' Mailing Address</b>
<b>Describe Setting</b> <span style="float: right;">Acres</span> <input type="checkbox"/> Artifacts Present	
This property is located in a small community in a rural area. The surrounding terrain consists of rolling hills, farmland and forests.	
<b>Description of Buildings or Site (Original and Present)</b> <span style="float: right;">1 Stories 3 Front Bays</span> This is a frame structure with a square plan and shallow hipped roof. There is a deep recess under the northeast corner of the building forming a porch area where the main entrance is located. The corner is supported by a slender narrow column. The west facade has a mansard roof with dormer windows under the main roof and continuous with the wall below. Windows are 1-over-1 vinyl sashes. The house has a coursed sandstone water table on the front.	
<b>Alterations</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Aluminum siding and stone water table. Roof line altered.	
<b>Additions</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Rear one-story hipped roof addition.	
<b>Describe all Outbuildings</b> A small shed stands in the back yard.	
<b>Statement of Significance</b> <span style="float: right;">Not eligible</span> Established in 1858, Cottageville was a commercial center with a bank, newspaper, tannery, blacksmith, several stores, and a B&O railroad station in the early-20th century. Combined with the closure of the 1840s grist mill in 1937 and the improvement of county roads, the town began declining by the mid-20 <sup>th</sup> century, and the B&O pulled up its tracks to Ripley (the county seat) by the mid-1960s. This property has undergone substantial alterations so that the original form and materials are no longer discernible. Due to lack of integrity, this property is not eligible for the NRHP under any criteria.	
<b>Bibliographical References</b> West Virginia Historical Topographic Maps. Perry-Castaneda Library Map Collection. <a href="http://www.lib.utexas.edu/maps/topo/west_virginia/">http://www.lib.utexas.edu/maps/topo/west_virginia/</a>	
<b>Form Prepared By:</b> <span style="margin-left: 100px;"><b>Date:</b> 4/26/2017</span> <span style="margin-left: 100px;"><b>Reviewed by:</b></span> Name/Organization: Courtney Fint Zimmerman Address: Aurora Research Associates, LLC 1436 Graham Road Silver Lake, OH 44224 Phone #: (304)685-7410	



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

State of West Virginia  
 Request for Quotation  
 34 — Service - Prof

Proc Folder: 563619

Doc Description: Addendum #1 Historic Preservation: Multi County Survey.

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-04-24	2019-05-08 13:30:00	CRFQ 0432 DCH1900000007	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Aurora Research Associates LLC  
 1436 Graham Road  
 Silver Lake, OH  
 (304) 685-7410

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

Signature X *Courtney Just Zimmerman* FEIN # 45-3661191 DATE May 7, 2019

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum #1 issued to provide the following information left off of the Instructions to Bidders in initial publication:

1. Technical Questions due April 30, 2019 by 10:00am.
2. Bid opening is May 8, 2019 @ 1:30pm

End of Addendum #1

INVOICE TO		SHIP TO	
RECEIVING DEPARTMENT		RECEIVING DEPARTMENT	
DIVISION OF CULTURE & HISTORY		DIVISION OF CULTURE & HISTORY	
CULTURAL CENTER		CULTURAL CENTER	
1900 KANAWHA BLVD E		1900 KANAWHA BLVD E	
CHARLESTON	WV25305-0300	CHARLESTON	WV 25305-0300
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Historic Preservation: Multi County Survey.				\$45,685.00

Comm Code	Manufacturer	Specification	Model #
71112107			

**Extended Description :**

Provide the service of conducting a reconnaissance-level architectural Survey of Tyler, Ritchie, Gilmer, Braxton and Doddridge Counties in West Virginia. Per attached specifications.

**SOLICITATION NUMBER: CRFQ DCH19\*7**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Addendum #1 issued to provide the following information left off of the Instructions to Bidders in initial publication:

1. Technical Questions due April 30, 2019 by 10:00am.
2. Bid opening is May 8, 2019 @ 1:30pm

End of Addendum #1

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

**Terms and Conditions:**

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

# ATTACHMENT A

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DCH19\*7**

**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:**

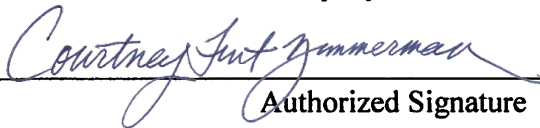
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <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.

Aurora Research Associates LLC

Company



Authorized Signature

May 7, 2019

Date

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

Revised 6/8/2012





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

State of West Virginia  
 Request for Quotation  
 34 — Service - Prof

Proc Folder: 563619

Doc Description: Addendum #1 Historic Preservation: Multi County Survey.

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-05-03	2019-05-08 13:30:00	CRFQ 0432 DCH1900000007	3

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Aurora Research Associates LLC  
 1436 Graham Road  
 Silver Lake, OH 44224  
 (304) 685-7410

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

Signature X *Courtney Jut Zimmerman* FEIN # 45-3661191 DATE May 7, 2019

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum #2 issued to:

1. Provide responses to vendor questions.

End of Addendum #2.

INVOICE TO		SHIP TO	
RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV25305-0300 US		RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV 25305-0300 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Historic Preservation: Multi County Survey.	0.00000			\$45,685.00

Comm Code	Manufacturer	Specification	Model #
71112107			

**Extended Description :**

Provide the service of conducting a reconnaissance-level architectural Survey of Tyler, Ritchie, Gilmer, Braxton and Doddridge Counties in West Virginia. Per attached specifications.

**SOLICITATION NUMBER: CRFQ DCH1900000007**  
**Addendum Number: 2**

---

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

**Description of Modification to Solicitation:**

Addendum #2 issued to:

1. Provide responses to vendor questions.

End of Addendum #2.

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

**Terms and Conditions:**

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

WEST VIRGINIA DEPARTMENT OF ARTS, CULTURE AND HISTORY  
CRFQ 0432 DCH1900000007, West Virginia SHPO Historic Resources Survey of Tyler, Ritchie,  
Gilmer, Braxton, and Doddridge Counties

Response to 4/29/19 Vendor Questions

Q. Reconnaissance and intensive levels of architectural survey have different requirements and objectives. The statement of work (SOW) is unclear which level of investigation is envisioned for the project; reconnaissance-level is stated in Specification 1. Purpose and Scope and intensive-level survey is referenced in Specification 2. Definitions and 4.1.5. Please clarify.

*Response: This should be a reconnaissance-level survey.*

Q. How will areas be selected for survey?

*Response: The consultant is expected to conduct the survey in unincorporated areas of each defined county.*

Q. It is assumed that survey will focus on newly identified resources and will not require resurvey of previously identified built resources. Is this assumption correct?

*Response: The preferred focus is new survey; however, resurvey of previously-surveyed resources will be accepted and considered part of the required 750 total surveyed properties. Resurvey is only considered after new survey is exhausted and after consultation with SHPO.*

Q. Is the Access database format referenced in 4.1.2.1 formatted to generate a completed West Virginia Historic Property Inventory form in pdf format?

*Response: Yes, the database format can generate a WV Historic Property Inventory Form.*

Q. The resource documentation defined in the SOW may require access to private property in many cases. Will securing site access be supported through the WV SHPO or will WV SHPO accept survey documentation compiled from the public right-of-way if site access is denied? How should owner objection be documented?

*Response: It's unclear why the resource documentation would require access to private property. This is a reconnaissance level survey and it is not required to go on private property. All documentation efforts of the surveyed properties are expected to be conducted from within the public right-of-way. If owner objects to documentation of their property, provide them with a project introduction letter or use best judgement. This should not be an issue from the public right of way.*

Q. Will the WV SHPO coordinate with the counties to provide contractor access to assessment data?

*Response: It is not clear what the Vendor means by assessment data. Is assessment data the same as tax parcel data? If so, the state tax department has a public access portal for tax parcel data. We can provide the link.*

Q. The payment schedule is tied to the submission of inventory forms (Specification 7). Task based payment presents an economic hardship for small businesses that rely on steady monthly income. Will the Agency accept monthly billings based on monthly progress reports?

WEST VIRGINIA DEPARTMENT OF ARTS, CULTURE AND HISTORY  
CRFQ 0432 DCH1900000007, West Virginia SHPO Historic Resources Survey of Tyler, Ritchie,  
Gilmer, Braxton, and Doddridge Counties

Response to 4/29/19 Vendor Questions

*Response: No, monthly billings are not accepted.*

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** CRFO DCH 1900000007

**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:**

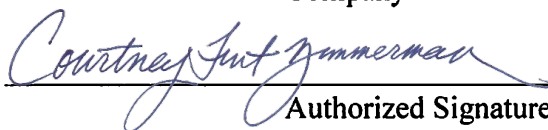
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input type="checkbox"/> Addendum No. 1            | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" 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.

Aurora Research Associates LLC

Company



Authorized Signature

May 7, 2018

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



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

State of West Virginia  
 Request for Quotation  
 34 - Service - Prof

Proc Folder: 563619

Doc Description: Addendum #1 Historic Preservation: Multi County Survey.

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-05-07	2019-05-15 13:30:00	CRFQ 0432 DCH1900000007	4

**SECTION**  
 BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**Vendor Name, Address and Telephone Number:**  
 Aurora Research Associates LLC  
 1436 Graham Road  
 Silver Lake, OH 44224  
 (304)685-7410

**FOR INFORMATION CONTACT THE BUYER**  
 Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

Signature X *Courtney Junt Zimmerman* FEIN # 45-3661191 DATE May 8, 2019

All offers subject to all terms and conditions contained in this solicitation



GENERAL INFORMATION:

Addendum #3 issued to:

1. Move bid opening date and time to May 15, 2019 @ 1:30pm.

End of Addendum #3.

PURCHASE TO		SHIP TO	
RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV25305-0300 US		RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV 25305-0300 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Historic Preservation: Multi County Survey.	0.00000			\$45,685.00

Comm Code	Manufacturer	Specification	Model #
71112107			

**Extended Description :**

Provide the service of conducting a reconnaissance-level architectural Survey of Tyler, Ritchie, Gilmer, Braxton and Doddridge Counties in West Virginia. Per attached specifications.

**SOLICITATION NUMBER: CRFQ DCH1900000007**  
**Addendum Number: 3**

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The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

**Description of Modification to Solicitation:**

Addendum #3 issued to:

1. Move bid opening date and time to May 15, 2019 @ 1:30pm.

End of Addendum #3.

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

**Terms and Conditions:**

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CERQ DCH190000007**

**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 type="checkbox"/> Addendum No. 1            | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" 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.

Aurora Research Associates LLC

Company

  
Authorized Signature

May 8, 2019

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. 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 Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." 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:

All Vendors submitting a 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 one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. 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 on the attendance sheet 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.

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.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. 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 Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order 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.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to: **Stephanie L. Gail, Senior Buyer**  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [stephanie.l.gale@wv.gov](mailto:stephanie.l.gale@wv.gov)

**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 Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical  
 Cost

**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 wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time:

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. 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 bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, 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 State 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**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 West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**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 \$125 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>.

**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, 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>.

**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 Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division 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 are 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 remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director 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. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. 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 West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will 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 West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division 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.

**23. 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 Director of the Purchasing Division 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 W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**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 included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a 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.

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on Written Notice to Proceed and extends for a period of One (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, renewal of this 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**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, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

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

**Other:** See attached.

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

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

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually 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.

**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:** This 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 this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are 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. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division 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 Purchasing Division 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 delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: One Million Dollars (\$1,000,000.00) per occurrence.

**Automobile Liability Insurance** in at least an amount of: One Million Dollars (\$1,000,000.00) per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.



Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**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. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency'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

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

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

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (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.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this 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 Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

**21. APPLICABLE LAW:** This 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, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH 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.

**SUBCONTRACTOR COMPLIANCE:** 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. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this 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.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division 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.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. 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 Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. 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 West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will 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 West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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 agency 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia 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 the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this 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 this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation 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 Agency. 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 any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this 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 State 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 Agency 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.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, 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.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State 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 Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or 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 Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/24/2019



Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, 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:

- 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 and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited 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 or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. 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.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, 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, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require 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

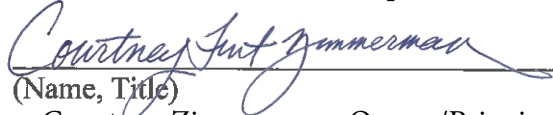


“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference 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.

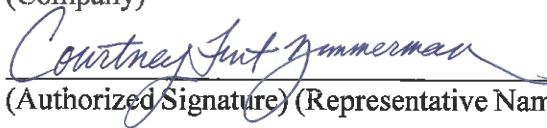
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for 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.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. 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.

**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.

 Owner/Principal  
(Name, Title)  
Courtney Zimmerman, Owner/Principal  
(Printed Name and Title)  
1436 Graham Road, Silver Lake, OH 44224  
(Address)  
(304) 685-7410  
(Phone Number) / (Fax Number)  
Courtney@aurora-llc.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.

Aurora Research Associates LLC  
(Company)  
 Owner/Principal  
(Authorized Signature) (Representative Name, Title)  
Courtney Fint Zimmerman, Owner/Principal  
(Printed Name and Title of Authorized Representative)  
May 7, 2019  
(Date)  
(304) 685-7410  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
WEST VIRGINIA DEPARTMENT OF ARTS, CULTURE AND HISTORY  
Historic Resources Survey of Tyler, Ritchie, Gilmer, Braxton, and Doddridge Counties  
CRFQ DCH19

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Arts, Culture and History, State Historic Preservation Office to establish a contract to provide the service of conducting a reconnaissance-level architectural Survey of Tyler, Ritchie, Gilmer, Braxton and Doddridge Counties in West Virginia.
- 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 Services”** means conducting an intensive-level architectural and historic resources survey of Tyler, Ritchie, Gilmer, Braxton and Doddridge Counties in West Virginia as more fully described in these specifications.
  - 2.2. “Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
  - 2.3. “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4. “36 CFR 61, National Park Service Professional Qualifications Standards”**  
[https://www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](https://www.nps.gov/history/local-law/arch_stnds_9.htm) , National Park Service, 1849 C Street NW, Washington, DC 20240, Phone: (202) 208-6843
- 3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

  - 3.1. Key personnel assigned to project must meet the requirements for Architectural Historian detailed in 36 CFR 61 at [https://www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](https://www.nps.gov/history/local-law/arch_stnds_9.htm)**
  - 3.2. Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor’s past projects, or some other method that the State determines to be acceptable. Vendor must provide a current resume which includes relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, evidence of the successful completion of least three (3) similar survey projects, examples of completed similar product material (State level historic property documentation) , or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award.**

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WEST VIRGINIA DEPARTMENT OF ARTS, CULTURE AND HISTORY  
Historic Resources Survey of Tyler, Ritchie, Gilmer, Braxton, and Doddridge Counties  
CRFQ DCH19

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**3.3. Vendor must provide a scope of work including a timeline outlining the proposed methodology to demonstrate ability to complete this project within the stipulated time frame.**

**4. MANDATORY REQUIREMENTS:**

**4.1. Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

Conduct a reconnaissance-level historic resources survey in unincorporated areas located with the following counties. The survey will begin in: 1) Tyler County, followed by 2) Ritchie County, followed by 3) Gilmer County, followed by 4) Braxton County, followed by 5) Doddridge County until 750 architectural resources have been documented on West Virginia Historic Property Inventory (HPI) Forms. Resources that could be surveyed include buildings, structures, objects, and sites (excluding archaeological sites, surveyed cemeteries must be recorded on the West Virginia Cemetery Inventory Form) per the following specifications:

- 4.1.1. Provide research and write a 10-20-page history for each county to provide a context that identifies specific themes of history associated with the built resources found within the project area which provides information to evaluate NR eligibility as outlined in National Park Service Bulletin 24 which is titled Guidelines for Local Surveys: A Basis for Preservation Planning and the link is here: <https://www.nps.gov/nr/publications/bulletins/nrb24/>. A history directly copied from other works (even with citations provided) will not be accepted.
- 4.1.2. Completion of a West Virginia Historic Property Inventory (HPI) form [Attachment "A" (link: <http://www.wvculture.org/shpo/wvhpiif.pdf>)] for seven hundred and fifty (750) historic resources that are at least forty-five (45) years old and retain historic architectural integrity. Each main resource will be documented separately with ancillary or supporting buildings and/or structures recorded and described on the same HPI form as the primary or main resource (e.g, main dwelling house & ancillary buildings or structures such as a garage, privy, or outbuilding).
  - 4.1.2.1. All FINAL HPI forms will be supplied in hard copy format, in Microsoft Access database format (database template to be provided at initial meeting with Vendor), and in PDF format on CD-R media.
  - 4.1.2.2. All FINAL HPI forms will be saved as a separate PDF document and saved by the West Virginia HPI site number to be assigned by the WV SHPO.
  - 4.1.2.3. All FINAL HPI forms will be submitted **with a minimum of two current photographs** of the documented resource(s). At least one of the photos for

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each resource will be a three-quarter view that illustrates the main elevation of the primary resource. The additional photo(s) must show a different view of the primary resource. Ancillary buildings and/or structures must also be photographed.

- 4.1.2.4.** Photographs must be taken digitally and embedded on the HPI form or on an HPI form Continuation Sheet. Electronic images must be submitted on CD-R media (USB flash drives are not acceptable for final submission of photos), must be saved by the West Virginia HPI site number, and must meet the current (updated 5/15/2013) National Park Service's (NPS) standards for electronic images. NPS's Standards may be found at the following link:  
<https://www.nps.gov/nr/publications/bulletins/photopolicy/index.htm>
- 4.1.3.** Provide United States Geological Survey (USGS) topographic maps, or sections of the appropriate quadrangle map, that details resource locations of surveyed resources. Computer generated maps are also acceptable.
- 4.1.3.1.** Maps must be labeled with name of county, quadrangle name, and HPI site numbers.
- 4.1.3.2.** Documented sites must be digitized as an ESRI shape file using the site number as the identifying attribute.
- 4.1.3.3.** The map projection should use UTM 17 North NAD 83.
- 4.1.4.** Provide Spatial Data of all surveyed resources.
- 4.1.4.1.** Spatial data should be provided in an ESRI Shapefile or Geodatabase.
- 4.1.4.1.1.** When possible use WV SHPO template geodatabase.
- 4.1.4.1.2.** All resources surveyed MUST include a unique Site ID (provided by WV SHPO staff) in the attribute table. The format for the Site ID is: XX-0000 (capitalized county abbreviation, hyphen, four numbers)
- 4.1.4.1.3.** Map projection must be NAD 83 Zone 17 N.
- 4.1.4.2.** Spatial data geometry should use the following recommendations.
- 4.1.4.2.1.** Point geometry is to be used for buildings, structures, objects, and sites (e.g. cemeteries) under 500 square meters (typically 10 grave sites or less).

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4.1.4.2.2. Polygon geometry is to be used for linear resources, such as: roads, bridges, rail roads, tunnels, etc. Polygon geometry should be used for districts, farmsteads, or cemeteries with more than 10 grave sites.

4.1.5. Provide written recommendations of National Register eligibility for the surveyed resources in accordance with National Park Service Bulletin 15 is titled How to Apply the *National Register Criteria for Evaluation* and the link is here: <https://www.nps.gov/nr/publications/bulletins/nrb15/>.

**These eligibility recommendations should be included in the Statement of Significance field within each HPI form and in tabular format in the final narrative survey report for each county.**

4.1.6. For each county documented, complete a final county survey report that will:

4.1.6.1. Provide the historic overview of the county;

4.1.6.2. Describe contractor survey methodology;

4.1.6.3. Describe documented property types;

4.1.6.4. Include USGS maps that label surveyed resources by HPI site inventory number;

4.1.6.5. Provide a table of resources and associated NRHP eligibility recommendations;

4.1.6.6. Final survey reports must also be submitted in bound hard copy and as a PDF file.

4.1.7. All Final Items must be submitted electronically and in hard copy format. **Only draft versions may be submitted exclusively in electronic version.**

## 5. CONTRACT AWARD:

**5.1. Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2. Pricing Page:** Vendor should complete the Pricing Page by providing a lump sum Total Bid Amount for the Contract Amount in Oasis. 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.

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Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Stephanie.L.Gail@wv.gov](mailto:Stephanie.L.Gail@wv.gov)

6. **PERFORMANCE:** 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.
7. **PAYMENT:** Agency shall pay out the Vendor's accepted TOTAL BASE BID AMOUNT in the following progression payments based upon the following deliverables: for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
  - 7.1. 15% to be paid following submission and review of the draft Tyler County survey report and the first set of 150 draft HPI forms, maps, photographs, and spatial data (spatial data should be submitted on a separate disk) of documented resources.
  - 7.2. 15% to be paid following submission and review of the draft Ritchie County survey report and second set of 150 draft HPI forms, maps and photographs of documented resources.
  - 7.3. 15% to be paid following submission and review of the draft Gilmer County survey report and third set of 150 draft HPI forms, maps and photographs of documented resources.
  - 7.4. 15% to be paid following submission and review of the draft Tyler County survey report and fourth set of 150 draft HPI forms, maps and photographs of documented resources.
  - 7.5. 15% to be paid following submission and review of the draft Tyler County survey report and the fifth, and final, set of 150 draft HPI forms, maps and photographs of documented resources.
  - 7.6. 25% to be paid upon submission and approval of Final Products by SHPO as shown on the Pricing Page, for all Contract Services performed and accepted under this Contract.

8. **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



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CRFQ DCH19

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in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

**9. 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:

- 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**10. VENDOR DEFAULT:**

- 10.1. The following shall be considered a vendor default under this Contract.
  - 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
  - 10.1.2. Failure to comply with other specifications and requirements contained herein.
  - 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 10.1.4. Failure to remedy deficient performance upon request.
- 10.2. The following remedies shall be available to Agency upon default.
  - 10.2.1. Immediate cancellation of the Contract.
  - 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
  - 10.2.3. Any other remedies available in law or equity.

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**11. MISCELLANEOUS:**

**11.1. 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:** Courtney Fint Zimmerman  
**Telephone Number:** (304) 685-7410  
**Fax Number:** \_\_\_\_\_  
**Email Address:** courtney@aurora-llc.com

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**PRICING PAGE**

**Date:** May 7, 2019

**Name of Vendor:** Aurora Research Associates LLC

**BASE BID SUM FOR SEVEN HUNDRED FIFTY (750) HPI FORMS:**

**\$** 45,685.00

Forty-five thousand, six hundred eighty-five dollars

**(Show Bid amount in both words and numbers)**

**Submitted in the name of:** Aurora Research Associates LLC

Firm or Individual:

**By:**   
**(Signature)**

Owner/ Principal  
**(Title)**

**Date:** May 7, 2019



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: Aurora Research Associates LLC

Authorized Signature: *Christy Z...* Date: May 7th 2019

State of Ohio

County of Summit, to-wit:

Taken, subscribed, and sworn to before me this 7th day of May, 2019

My Commission expires Feb 7/2019, 20    

AFFIX SEAL HERE



**Amy F. Incorvati**  
Notary Public, State of Ohio  
My Commission Expires  
June 17, 2019

NOTARY PUBLIC

*[Signature]*



# VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**  
\_\_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; **or**,  
\_\_\_\_ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,  
\_\_\_\_ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**  
\_\_\_\_ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**  
\_\_\_\_ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**  
\_\_\_\_ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
\_\_\_\_ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
\_\_\_\_ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
\_\_\_\_ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
8. **Application is made for reciprocal preference.**  
\_\_\_\_ Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: \_\_\_\_\_

Signed: Courtney J. Zimmerman

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

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

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



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

State of West Virginia  
 Request for Quotation  
 34 — Service - Prof

Proc Folder: 563619

Doc Description: Historic Preservation: Multi County Survey.

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-04-24	2019-05-08 13:30:00	CRFQ 0432 DCH1900000007	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Aurora Research Associates LLC  
 1436 Graham Road  
 Silver Lake, OH 44224  
 (304) 685-7410

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

Signature X *Courtney Just Zimmerman* FEIN # 45-3661191 DATE May 7, 2019  
 All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Arts, Culture and History, State Historic Preservation Office to establish a contract to provide the service of conducting a reconnaissance-level architectural Survey of Tyler, Ritchie, Gilmer, Braxton and Doddridge Counties in West Virginia.

INVOICE TO		SHIP TO	
RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV25305-0300 US		RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV 25305-0300 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Historic Preservation: Multi County Survey.				\$45,685.00

Comm Code	Manufacturer	Specification	Model #
71112107			

**Extended Description :**

Provide the service of conducting a reconnaissance-level architectural Survey of Tyler, Ritchie, Gilmer, Braxton and Doddridge Counties in West Virginia. Per attached specifications.



<b>DCH190000007</b>	<b>Document Phase</b> Final	<b>Document Description</b> Historic Preservation: Multi County Survey.	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions