



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

State of West Virginia Purchase Order

Order Date: 06-15-2022

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CPO 0432 1105 DCH2200000007 1	Procurement Folder:	1021555
Document Name:	CulCent: Concrete Repairs to the Plaza Deck walls.	Reason for Modification:	
Document Description:	Concrete Repairs to the Plaza Deck Walls		
Procurement Type:	Central Purchase Order		
Buyer Name:	Toby L Welch		
Telephone:	(304) 558-8802		
Email:	toby.l.welch@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	VS0000040260	Requestor Name:	Mark W Lynch
Buckeye Construction & Restoration, LTD.		Requestor Phone:	(304) 558-0220
1154 S Michigan Avenue		Requestor Email:	mark.w.lynch@wv.gov
Wellston	OH	<div>22</div> <div>FILE LOCATION _____</div>	
US	45692		
Vendor Contact Phone:	8337751595		
Discount Details:			
Discount Allowed	Discount Percentage	Discount Days	
#1 No	0.0000	0	
#2 Not Entered			
#3 Not Entered			
#4 Not Entered			

INVOICE TO	SHIP TO
RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV 25305-0300 US	RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY WV INDEPENDENCE HALL 1528 MARKET ST WHEELING WV 26003-3532 US

Total Order Amount: \$118,792.89

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION SIGNED BY: Linda B Harper DATE: 2022-06-10 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John S. Gray</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION <i>Beverly Toler</i> DATE: 6-22-2022 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Exterior Concrete Repairs to the Plaza Deck Walls::

The Vendor, Buckeye Construction and Restoration Ltd., agrees to enter with the Agency, the West Virginia Department of Arts, Culture, and History, into a one-time purchase to provide construction services to repair of spalled, weakened, or loose concrete and exposed steel rebar on the exterior walls of the Culture Center located at 1900 Kanawha Blvd. E., Charleston, WV 25305 per the specifications, terms and conditions, bid requirements, Addendum No.01 issued 04/25/2022, Addendum No 2 dated 04/29/2022, Addendum No.3 dated 04/29/2022, Addendum No 4 dated 05/06/2022 and the Vendor's bid dated 05/11/2022, all incorporated herein by reference, and made a part of hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72152700	0.00000		0.000000	118792.89
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: CulCent: Concrete Repairs to the Plaza Deck walls.

Extended Description:

Exterior Wall Repairs -
Base Bid: \$68,798.32
Allowances (4a): \$9,834.00
Allowances (4b): \$5,632.00
Alternate #1- \$14,651.80
Alternate # 2-\$19,876.77
Total Accepted Bid Amount: \$118,792.89
As per pricing page

	Document Phase	Document Description	Page 3
DCH2200000007	Draft	Concrete Repairs to the Plaza Deck Walls	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 One Hundred Eighty (180) 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:** Contract Term specified in _____
Revised 02/08/2022

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☒ **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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☒ WV Contractor's License

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 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. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **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.

☒ **Installation Floater** up to the value of the Contract.

☒ **Workers' Compensation** as required by law with **Employers Liability Coverage** included.

☐

☐

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: 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:

☒ **Fifty Dollars (\$50.00) a day** for Uncompleted Work each day beyond Contract Expiration Date.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.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
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. 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.

43. 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.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

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

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

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

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

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

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

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

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

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

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

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

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

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

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

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by

the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

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

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

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

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

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

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

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

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

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

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

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

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

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

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

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

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

Subcontractor List Submission (Construction Contracts Only)

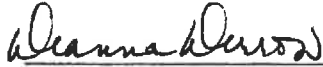
Bidder's Name: Buckeye Construction & Restoration, Ltd.

☒ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
None	

Attach additional pages if necessary

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



(Name, Title)

Deanna Derrow, Project Administrator



Chris Hutchinson, Project Manager

(Printed Name and Title)

405 Watertown Road Waterford, OH 45786

(Address)

833-775-1595 / 740-994-5053

(Phone Number) / (Fax Number)

dderrow@bcmco.com

chutchinson@bcmco.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Buckeye Construction & Restoration, Ltd.

(Company)

 - VP of Preconstruction

(Authorized Signature) (Representative Name, Title)

Dakota Brown, VP of Preconstruction

(Printed Name and Title of Authorized Representative)

6/3/2022

(Date)

833-775-1595 / 740-994-5053

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DCH22*10

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 checked="" 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 checked="" 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.

Buckeye Construction & Restoration, LTD.

Company



Authorized Signature

5/11/2022

Date

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

REQUEST FOR QUOTATION
The Culture Center
Concrete and Rebar Repairs to the Plaza Deck Walls

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Arts, Culture, and History, to establish a contract for the following:

The repair of spalled, weakened, or loose concrete and exposed steel rebar on the exterior walls of the Culture Center located at 1900 Kanawha Blvd. E., Charleston, WV 25305

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

- 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 and in the Project Plans as defined below.

2.1 "Construction Services" The repair of spalled, and/or weakened concrete and exposed steel rebar on the exterior walls of the Culture Center as more fully described in the Project Plans and drawings.

2.2 "Pricing Page" means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

2.3 "Solicitation" means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.4 "Project Plans" means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.

REQUEST FOR QUOTATION
The Culture Center
Concrete and Rebar Repairs to the Plaza Deck Walls

- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- 4. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least Three (3) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 4.2.** A minimum of five (5) years experience as a Contractor in the related trades.
- 5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
- 7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.

REQUEST FOR QUOTATION
The Culture Center
Concrete and Rebar Repairs to the Plaza Deck Walls

8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.
- ☒ **No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.
- ☐ **Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

NOT APPLICABLE

Copies of project plans can be examined at the following locations

West Virginia Division of Arts, Culture, and History
Office of the Manager for Facility Operations
The Culture Center/ Bldg. 9
1900 Kanawha Blvd. E.
Charleston, WV 25305
Phone: 304.558.0220

10. CONDITIONS OF THE WORK

- 10.1. **Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- 10.2. **Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's

REQUEST FOR QUOTATION
The Culture Center
Concrete and Rebar Repairs to the Plaza Deck Walls

representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

10.3. Standard Work Hours: The standard hours of work for this Contract will be Monday thru Friday 8AM to 5PM, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

10.4. Project Closeout: Project Closeout shall include the following:

10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

10.4.1.1. Refer to EXHIBIT B, *Project Manual, Section 01710 Cleaning*

10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

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

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

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

REQUEST FOR QUOTATION
The Culture Center
Concrete and Rebar Repairs to the Plaza Deck Walls

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

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

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

12. MISCELLANEOUS:

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

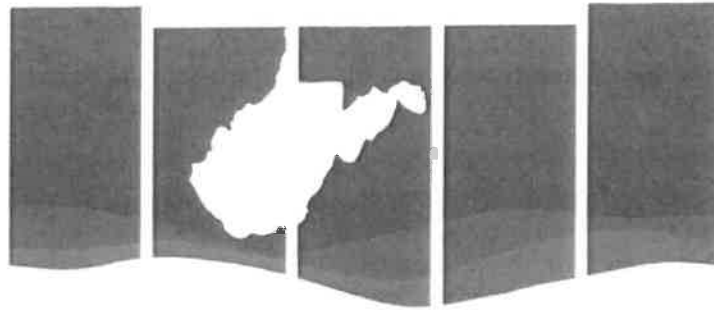
Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT B



West Virginia Department of
**ARTS, CULTURE
AND HISTORY**

PROJECT MANUAL

Restoration and Repair of Concrete Walls

THE CULTURE CENTER

1900 KANAWHA BLVD. E.

CHARLESTON, WV 25305

MARCH 18, 2022

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls
PROJECT MANUAL

TABLE OF CONTENTS

DIVISION 1 - GENERAL REQUIREMENTS

01010 -	SUMMARY
01200 -	PRICE PAYMENT PROCEDURES
01300 -	SUBMITTALS
01310 -	PROJECT MEETINGS
01320 -	PROGRESS REPORTS
01400 -	QUALITY CONTROL
01500 -	TEMPORARY FACILITIES AND CONTROLS
01600 -	MATERIAL AND EQUIPMENT
01701 -	PROJECT CLOSEOUT PROCEDURES
01710 -	CLEANING
01750 -	WARRANTIES

DIVISION 3 CONCRETE

030100 -	VERTICAL AND OVERHEAD CONCRETE RESTORATION AND REPAIR
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REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

SECTION 01010
SUMMARY OF WORK

1. PART 1-GENERAL

1.1. Related Documents

Drawings and general provisions of the contract including General, Supplemental and Special Conditions and other Division 1 Specification sections apply to work of this section.

1.2. Work Covered by Contract Documents

Work under this contract shall consist of furnishing all labor, access to the work, materials, and equipment necessary to perform remedial concrete patching, and associated work.

The work will include, but not necessarily be limited to, the following:

- 1.2.1. Patch concrete walls as required and per specification. Allow concrete patching to cure and reach an acceptable dry condition. Clean all rebar to a white finish prior to applying the coatings and concrete.

1.3. Contract Method

Construct the work as a single lump sum contract, except for unit priced items, which may be shown on the Bid Form.

1.4. Work Sequence

- 1.4.1. Work shall proceed in a continuous and orderly manner.
- 1.4.2. The Contractor shall strive to minimize disruption to the building operations and occupancy during remedial masonry/concrete activities.
- 1.4.3. All areas of the building shall be fully protected from possible construction damage.
- 1.4.4. Provide protection for all building and working personnel.

1.5. Contractor Use of Premises

- 1.5.1. Limit use of premises to construction operations to allow for building occupancy.
- 1.5.2. Coordinate use of premises under direction of the Agency Project

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

Manager.

- 1.5.3. The Contractor shall be held liable for any damages to the building, new or existing building components and/or systems, the building contents, or its occupancy resulting from work under this contract.
- 1.5.4. Contractor may work overtime at its own expense, provided that such action does not conflict with 1.5.2 and prior approval is obtained.
- 1.5.5. Project Completion: The project work at site is to be completed in a total of 180 calendar days upon written Notice To Proceed by the Agency.
- 1.5.6. Project Start Date: The project's start date for work on site will be coordinated with the Agency Project Manager and will commence as soon as possible.
- 1.5.7. Work hours shall be from 8:00 AM to 5:00 PM or as set by the building management.

1.6. Occupancy

The building will be open for normal operations. Cooperate with personnel to minimize conflict, and to facilitate the building's operations.

1.7. Coordination

- 1.7.1. Coordinate work of the various sections of specifications to assure efficient and orderly sequence of installation of materials.
- 1.7.2. Coordinate work under this contract with other contract work relating to the same building areas to assure efficient and orderly sequence of installation of materials.
- 1.7.3. Coordinate work under this contract with other contract work relating to the same building areas to assure efficient and orderly sequence of installation of materials.

1.8. Reference Standards

- 1.8.1. Products specified by association or trade standards must comply with those standards, except when more rigid requirements are specified herein or are required by applicable codes.
- 1.8.2. Products specified by association or trade standards must comply with those standards, except when more rigid requirements are specified herein or are required by applicable codes

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

- 1.8.3. The date of the standard is that which is in effect as of the bid date, except when a specific date is stated.
- 1.8.4. Should there be a discrepancy between the referenced standards and these contract documents, the latter shall govern unless written interpretation is obtained from the Agency Project Manager.
- 1.8.5. Should there be discrepancies among the referenced standards, the more stringent requirements shall govern.

- 2. **PART 2- PRODUCTS**
Not Used
- 3. **PART 3- EXECUTION**
Not Used

END OF SECTION- 01010

REQUEST FOR QUOTATION
The Culture Center
Concrete and Rebar Repairs to the Plaza Deck Walls

SECTION 01200 - PRICE AND PAYMENT PROCEDURES

1. **PART 1-GENERAL**
2. **ALLOWANCES**
 - 2.1. Include the following allowance in Contract Sum:
 - 2.1.1. Concrete Restoration and Repairs: Based on Unit Cost (see EXHIBIT A-Pricing Page, 1., a. UNIT COST) allow for up to Sixty-Five (65) square feet of additional work as specified in Project Manual.
 - 2.1.2. Advise Agency Project Manager of the date when selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
 - 2.1.3. Submit documentation to show the cost of products or systems furnished under each allowance. Reconciliation of Allowance amounts with actual costs will be by Change Order.
3. **ALTERNATES**
Not Applicable
4. **UNIT PRICES**
 - 4.1. A unit price is an amount proposed by bidders and stated on the Bid Form for certain work that is paid for per unit of measure. Bidders shall indicate on the Bid Form unit prices for the following items of work:
 - 4.1.1. Concrete Surface Repair: The Repair of Concrete Surface per Project Manual and Drawings
 - 4.1.2. Changes to the Work incorporating Unit Prices will be made by Change Order.
5. **CONTRACT MODIFICATION PROCEDURES**
 - 5.1. On Agency's approval of a proposal from Vendor, Agency Project Manager will issue a Change Order, for all changes to Contract Sum or Contract Time.
6. **PAYMENT PROCEDURES**

REQUEST FOR QUOTATION
The Culture Center
Concrete and Rebar Repairs to the Plaza Deck Walls

- 6.1. Submit a Schedule of Values at least 10 days before the first Application for Payment. In Schedule of Values, break down Contract Sum into at least one line item for each Specification Section. Correlate the Schedule of Values with Vendor's Construction Schedule
- 6.2. Submit One (1) PDF. format Electronic Copy **OR**, Two (2) Hard copies of each application for payment, according to the schedule established in Agency/Vendor Agreement.
 - 6.2.1. For the second Application for Payment through the Application for Payment submitted at Substantial Completion, submit partial releases of liens from each subVendor or supplier for whom amounts were requisitioned in the previous Application for Payment.
 - 6.2.2. Submit final Application for Payment after completion of Project closeout procedures with release of liens and supporting documentation. Include consent of surety to final payment and insurance certificates.

1.PRODUCTS (Not Applicable)

2.EXECUTION (Not Applicable)

END OF SECTION 01201

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

SECTION 01300
SUBMITTALS

1. PART 1- GENERAL

1.1. Related Documents

Drawings and general provisions of the contract including General, Supplemental, and Special Conditions and other Division 1 Specification sections apply to work of this section.

1.2. Procedures

- 1.2.1. The Agency Project Manager requires three (3) paper copies of submittals and will review the submittals before being approved. Or, in lieu of paper copies, one (1) electronic copy of submittals in pdf. format sent to the Agency Project Manager are acceptable
- 1.2.2. All project submittals shall be forwarded to the Agency Project Manager via a carrier that will guarantee delivery on the next working day. Or, in the case of electronic submittals, shall be emailed to the Agency Project Manager. The Time stamp on the email shall be the received date of the submission.
- 1.2.3. Each transmitted item shall identify the project name, project number, and Contractor. Material submittals shall also identify the type and trade name of material, material manufacturer, intended use, and specification number. Deviations from contract documents shall be identified.
- 1.2.4. Shop drawings shall be made accurately to a scale sufficiently large to show all pertinent aspects of the item.
- 1.2.5. All submittals shall bear the contractor's stamp; date and signature acknowledging review for compliance with specifications.

1.3. Shop Drawings

- 1.3.1. Submit shop drawings showing details of all work of the contract inclusive of concrete and reinforcement, steel fabrication and weld type, concrete reinforcement and locations, coatings , etc.

1.4. Product Data

- 1.4.1. Submit each manufacturer's technical specifications and installation instructions for each major component.

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

1.5. Samples

- 1.5.1. Samples shall be of the exact item proposed to be furnished.
- 1.5.2. Unless otherwise specified, two (2) samples of each item shall be submitted.
- 1.5.3. Whenever a choice of color is available for a specified product, accurate color charts shall be submitted to the Associate for review and selection by the owner.

1.6. Personnel

- 1.6.1. Within two (2) days of the award of contract, submit the names of superintendent and foreman, or foremen, proposed for this project.

2. PART 2- PRODUCTS

Not Used

3. PART 3- EXECUTION

3.1. Timing

- 3.1.1. Make all submittals in accordance with schedules specified herein unless otherwise required.
- 3.1.2. A minimum of five (5) working days shall be allowed for review by the Agency Project Manager following its receipt of the submittal.
- 3.1.3. Delays caused by tardiness in receipt of submittals shall not be an acceptable basis for extension of the contract completion date.

3.2. Review

- 3.2.1. Review by the Agency Project Manager shall be directed to the general method of construction only and shall not be construed as a complete check, nor shall this review relieve the Contractor from responsibility for errors and/or omissions, which may exist.
- 3.2.2. The notations "Reviewed" or "Reviewed as noted" shall authorize the Contractor to proceed with fabrication, purchase, or both subject to the revisions, if any required by the Agency Project Manager review comments. The notations "Revise and Resubmit" or "Disapproved and Resubmit" shall require appropriate action and shall not authorize the Contractor to proceed until the item(s) in question have been corrected.

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

- 3.2.3. The Contractor shall make all revisions as required. If the Contractor considers any required revisions to constitute a change, notification shall be given to the Agency Project Manager under the provisions as specified in the general conditions. Only those revisions directed or approved by the Agency Project Manager shall be shown on the resubmittal.
- 3.2.4. After a submittal has been approved by the Agency Project Manager, substitution of materials of equipment shall not be considered unless approved by the Agency Project Manager and accompanied by an acceptable explanation as to the necessity of the substitution.

END OF SECTION 01300

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

SECTION 01200
PROJECT MEETINGS

1. PART 1- GENERAL

1.1. Related Documents

Drawings and general provisions of the contract including General, Supplemental, and Special Conditions and other Division 1 Specification sections apply to work of this section.

1.2. Description

To provide for an orderly review during progress of the work and to provide for the systematic discussion of problems that may arise throughout the construction period.

1.3. Representation

Each Contractor and major Subcontractor shall be represented at every meeting by a representative member of his organization. The Agency and/or its authorized representative shall also attend. Contractor's representatives shall have the authority to render decisions if the situation requires for their companies.

1.4. Submittals

The proceedings of these meetings shall be recorded by the Agency's Representative. One copy of the proceedings shall be furnished to the Agency and each required representative.

1.5. By conducting the meeting and recording and distributing meeting minutes, it shall not be construed that the Agency's Representative is scheduling or coordinating Contractor's work.

1.6. Decisions/Interpretations

All decisions and interpretations given by the Agency's Representative at project meetings shall be made on behalf of the Agency and shall be conclusive on each contractor affected.

2. PART 2- PRODUCTS

Not Used

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

3. PART 3- PROCEDURES

3.1. Periodic Project Meetings

3.1.1. Schedule shall be as agreed to by the Agency's representative and Contractor(s) at a Pre-construction meeting.

3.1.2. If a change in schedule is required, due to causes beyond the control of the Agency or Agency's Representative, the Agency's Representative shall advise each concerned party in advance of such change.

3.2. Location – Meetings shall be held at the job site to the maximum extent possible.

3.3. Pre-construction Meeting – A Pre-construction meeting shall be scheduled with the Agency and/or its representative, Contractor, Contractor's project foremen, and manufacturer's representatives at least seven (7) days prior to proposed start of work.

3.4. Agenda

3.4.1. Contract documents

3.4.2. Communication channels and procedures

3.4.3. Field change orders and decisions

3.4.4. Project meeting schedules

3.4.5. Construction schedule

3.4.6. Rules and regulations affecting the work

3.4.7. Safety requirements

3.4.8. Organization of Contractor, Subcontractors, material suppliers, Associate

3.4.9. Shop drawings and submittals

3.4.10. Project record documents

3.4.11. Project record documents

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

3.4.12. Protecting and maintaining the operations within the building.

END OF SECTION -01200

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

SECTION 01320
PROGRESS REPORTS

1. PART 1- GENERAL

1.1. Related Documents

Drawings and general provisions of the contract including General, Supplemental, and Special Conditions and other Division 1 Specification sections apply to work of this section.

1.2. Description

1.2.1. Each Contractor shall keep a daily progress report to provide a continuous record of the progress of this work.

1.2.2. The format of the report shall be as directed by the Agency Project Manager.

1.3. Quality Assurance

1.3.1. Reports shall be filled out on a daily basis by the Contractor's job site representative who shall be in a supervisory capacity.

1.3.2. Reports shall be completed by the same individual throughout the duration of the project whenever possible.

2. PART 2- PRODUCTS

Not Used

3. PART 3-EXECUTION

3.1. Completion of progress report.

3.1.1. The Contractor shall complete one form for each working day.

3.1.2. Forms shall also be completed for workdays shortened or canceled due to weather, material shortages, labor conditions, or holidays.

3.2. Forms shall be legible with all pertinent items completed.

3.3. Submit copies with payment applications to the Agency Project Manager via a

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

carrier that will guarantee delivery on the next working day.

END OF SECTION 01320

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

SECTION 01400
QUALITY CONTROL

1. PART 1- GENERAL

1.1. Related Documents

Drawings and general provisions of the contract including General, Supplemental, Special Conditions and other Division 1 Specification sections apply to work of this section.

1.2. Quality Control: Contractor

- 1.2.1. Maintain quality control over products, services, site conditions, and workmanship, to produce work of specified quality.
- 1.2.2. Provide safe access to the site and work areas for inspection by the Agency or its authorized representative.

1.3. Quality Control: Agency

- 1.3.1. The Agency reserves the right, at its discretion, to retain the services of an independent, construction quality assurance representative to provide full time quality assurance of the work. If the Agency engages this service, the Contractor shall be informed.
- 1.3.2. The cost of such services shall be borne by the Agency during the contract time. Any monitoring and testing required due to the installation being incomplete as a result of Contractor controlled nonperformance shall be borne by the Contractor. Such costs shall be paid from the liquidated damages paid by the Contractor.
- 1.3.3. The Contractor shall be required to notify the Agency or its designated representative prior to cancellation of any operations and subsequent restart of the project. Any cost resulting from the failure to notify shall be borne by the Contractor.
- 1.3.4. Work found to be in violation of the specifications, or not in conformance with acceptable waterproofing standards, shall be subject to rejection including complete removal and replacement with new material at the Contractor's expense.
- 1.3.5. The Contractor shall document quantities of those materials bid on a unit

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

price basis listed in the Form of Proposal as well as other materials and provide documentation and quantities to the Agency's Representative for approval.

1.4. PART 2- PRODUCTS

1.4.1. Not Used

1.5. PART 3-EXECUTION

1.5.1. Not used

END OF SECTION 01400

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

1. PART 1- GENERAL

1.1. Related Documents

Drawings and general provisions of the contract including General, Supplemental, and Special Conditions and other Division 1 Specification sections apply to work of this section.

1.2. Description

1.2.1. To provide for temporary facilities and controls required for the performance of the project. Such items include but are not necessarily limited to utilities such as heat, water, electricity and telephone; sanitary facilities; Contractor's facilities; and enclosures such as tarpaulins, barricades and canopies.

1.2.2. All equipment furnished by Contractor shall comply with all pertinent safety requirements. Ladders, planks, hoists, excavation boxes and all similar items furnished by individual trades in the execution of their own portions of the work are not a part of this section.

1.3. Product Handling

1.3.1. Contractor shall exercise all means necessary to maintain temporary facilities and controls in proper and safe condition throughout the progress of the project.

1.3.2. All required connections to existing utility systems shall be made with minimum disruption. If disruption of existing service is required, notice shall be given to the Agency and Agency's Representative, and connections shall not be made without the Agency's approval. If necessary, the Contractor shall provide for alternate temporary service.

1.3.3. If the required utility is not available from the Agency, the Contractor shall provide for alternate temporary service for the duration of the project.

2. PART 2- PRODUCTS

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

- 2.1. All temporary facilities shall be subject to Agency and/or the Agency's Representative approval

2.1.1. Electricity

All wiring needed to facilitate construction of the project shall be temporary in nature and shall be furnished and installed by the Contractor at no cost to the Agency. Upon completion of the work, the Contractor shall remove all such temporary wiring and restore service to its original condition at no cost to the Agency.

2.1.2. Heating

The Contractor shall provide and maintain all heat needed for proper conduct of all operations included in the work.

2.1.3. Water

The Agency shall furnish reasonable quantities of water required for construction at no cost to the Contractor.

2.2. Sanitary Facilities

Contractor shall provide and maintain proper temporary sanitary facilities in the quantities required for use of all personnel. All facilities shall be maintained in a sanitary condition at all times in a location as designated by the Agency's Representative.

2.3. Enclosures

- 2.3.1. Contractor shall furnish, install and maintain for the duration of the project, all scaffolds, ladders, tarpaulins, barricades, warning signs, platforms, bridges, canopies, steps, and other temporary construction required to properly facilitate completion of the project in compliance with all safety and other regulations and in accordance with requirements of the project specifications.

- 2.3.2. Contractor shall provide all necessary safeguards to warn and prevent pedestrians and Agency's/building's personnel from being exposed to dangers or hazards created by this project.

2.4. Signs

- 2.4.1. No signs or advertising of any kind shall be allowed on the project site.

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

2.5. Construction Aids

- 2.5.1. Contractor shall provide equipment for access to the construction operation and other work areas unless otherwise directed by the Agency's Representative.
- 2.5.2. Contractor shall provide for debris removal services and containers. Placement and servicing of containers shall be coordinated with the Agency and Agency's Representative.
- 2.5.3. Residue and debris from all operations shall not be allowed to accumulate on the project site. Debris shall be removed and properly disposed of daily in accordance with all Federal, State and Local regulations.
- 2.5.4. Dust, dirt, and debris created by project construction shall be properly contained or controlled by the Contractor.

2.6 Safety and Protection of Facilities

- 2.6.1 Comply with the general conditions of this specification concerning safety and protection.
- 2.6.2 The Contractor shall take all necessary precautions and shall be totally responsible for guarding against fires and shall provide suitable and adequate fire extinguishers conveniently located on the project site, storage areas, and at areas or equipment where an open flame is being used. Competent operators shall be in attendance at all times and shall be properly trained or instructed in fire prevention.
- 2.6.3 Walls, windows, stairs, etc., adjacent to equipment lines, hoists, and staging areas shall be protected.
- 2.6.4 Plywood, minimum 5/8-inch thick, over minimum 1-inch thick foam insulation, or other suitable materials, shall be used to protect floor areas from damage that may be caused by concentrated equipment loads and foot traffic.
- 2.6.5 Construction traffic shall be confined to work areas. Contractor shall be responsible for damages and repairs that develop in traffic areas during and after project completion.
- 2.6.6 Work shall be coordinated as to prevent working, foot traffic, and storage of materials and equipment on newly completed construction operation areas.

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

2.6.7 The Contractor shall provide the Agency and Agency's Representative with off-hours telephone numbers of its project supervisor, foreman, etc., to allow contact by the Agency if an emergency arises.

2.6.8 All Contractor personnel shall have appropriate identification on their person at all times while on site. Identification may consist of photo I.D., uniforms with individual name and Contractor name, etc.

2.6.9 No Contractor personnel will be allowed inside the facility other than the Foreman or as otherwise approved by the Agency.

2.7 Storage

2.7.1 The Contractor shall be responsible for proper storage of equipment, materials, and devices furnished by itself and/or its subcontractors and suppliers.

2.7.2 All storage areas are subject to approval by the Agency or its authorized representative.

2.8 Parking

Contractor's construction vehicles shall enter the project site and park in areas as directed by the Agency or Agency's Representative. The Contractor shall be responsible for coordination of traffic by its subcontractors, suppliers, etc., so as not to disrupt ongoing operations of the facility.

2.9 Field Office

The Contractor may provide a Field Office. The location shall be subject to the approval of the Agency.

10. Plans, Specifications and Submittals

Two (2) copies of the plans and specifications will be made available to the Contractor without cost. Additional copies may be acquired upon request. Cost of reproduction and handling of the additional copies shall be borne by the Contractor. The Contractor shall be responsible for maintaining at least one current set of plans, specifications, reviewed submittals, and record drawings at the project site for the duration of construction.

2.11 Ventilation

2.11.1 Provide, as required, facilities to maintain specific storage conditions as described within this specification and as recommended by the materials

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

manufacturer for use in construction:

- 2.11.2 Provide adequate ventilation of enclosed areas to prevent the accumulation of fumes, vapors and gases.

3. PART 3- EXECUTION

Not Used.

END OF SECTION 01500

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

SECTION 01600
MATERIAL AND EQUIPMENT

1. PART 1- GENERAL

1.1. Related Documents

Drawings and general provisions of the contract including General, Supplemental, and Special Conditions and other Division 1 Specification sections apply to work of this section.

1.2. Products

- 1.2.1. Products include materials, equipment and systems.
- 1.2.2. All materials must comply with specifications and referenced standards as minimum requirements. The latest edition of referenced standards apply unless specifically stated otherwise.
- 1.2.3. Do not use materials and equipment removed from the existing structure, except as specifically required or allowed by contract documents.
- 1.2.4. All materials and construction procedures used in the remedial masonry work for this project shall comply with State and Local standards and codes.

1.3. Workmanship

- 1.3.1. Work shall be performed by persons qualified and trained to install the specified products which will result in the workmanship and quality specified and to afford the manufacturer's guaranty.

1.4. Manufacturer's Instructions

- 1.4.1. Work shall be performed in accordance with materials manufacturer's specifications and associated details, submitted in accordance with Section 01300 of this specification unless otherwise noted in these contract documents.
- 1.4.2. Conflicts between the specifications and manufacturer's instructions shall be brought to the attention of the Agency's Representative. Work in the conflicted area shall not proceed until conflicts are satisfactorily resolved by the Agency's Representative.

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

1.5. Transportation, Delivery and Handling

- 1.5.1. Contractor shall be responsible for all aspects of material and equipment transportation, delivery, unloading, handling, storage, etc. necessary to get materials and equipment to the project site and point of installation.
- 1.5.2. Products shall be transported by methods to avoid product damage; deliver all materials with manufacturer's labels intact and legible.
- 1.5.3. Contractor shall provide equipment and personnel to handle products by methods to prevent damage. Damaged material shall be subject to rejection by the Agency or Agency's Representative.
- 1.5.4. Arrange deliveries of materials in accordance with construction schedules and in ample time to facilitate inspection prior to installation.

1.6. Storage and Protection

- 1.6.1. All materials shall be stored so as to maintain clean, dry, off-ground, weathertight conditions and to protect against loss, and/or damage. All damaged material shall be removed from the project site.
- 1.6.2. The provisions of this section shall not compromise use of the project site by the Agency.

1.7. Product Options

- 1.7.1. Within five (5) days after Notice to Proceed, Contractor shall submit list of materials proposed in accordance with Section 01300.
- 1.7.2. Options:
 - 1.7.2.1. Products specified only by referenced standard: Any product meeting that standard.
 - 1.7.2.2. Products specified by naming several manufacturers: Products of any named manufacturer meeting specifications.
 - 1.7.2.3. Products of other manufacturers: Submit a written request for substitution stating manufacturer, product trade name, and product's ability to meet or exceed the specifications.

1.8. Substitutions

- 1.8.1. Substitutions of other, non-specified, products shall be considered only

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

when specified products become unavailable due to no fault of contractor and if the non-specified products meet or exceed all criteria of the specified products.

- 1.8.2. Contractor shall document each request with complete data substantiating compliance of proposed substitution with contract documents.
- 1.8.3. Request for substitution constitutes a representation that Contractor:
 - 1.8.3.1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product(s).
 - 1.8.3.2. Shall provide the same warranty for the substitution as for specified product(s).
 - 1.8.3.3. Shall coordinate installation and make other changes which may be required for work to be complete in all respects.
 - 1.8.3.4. Waives claims for additional costs, which may subsequently become apparent.
- 1.8.4. Substitutions shall not be considered when they are indicated or implied on Shop Drawings or Product Data submittals without separate written request, or when acceptance will require substantial revision of Contract Documents.
- 1.8.5. Agency's Representative shall determine acceptability of proposed substitution and will notify Contractor of acceptance or rejection in writing within a reasonable time.
- 1.8.6. Agency's Representative shall evaluate each substitution submittal for possible credit to the Agency.

2. PART 2- PRODUCTS

Not Used

3. PART 3- EXECUTION

Not Used

END OF SECTION 01600

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

SECTION 01701
PROJECT CLOSEOUT PROCEDURES

1. PART 1- GENERAL

1.1. Related Documents

Drawings and general provisions of the contract including General, Supplemental and Special Conditions, and other Division 1 Specification sections apply to work of this section.

1.2. Description

To provide a specific format for final inspection.

1.3. Related requirements specified elsewhere.

1.3.1. Completion: Waiver of Claims, General Conditions

1.3.2. Project Record Documents: Section 01720

1.3.3. Warranties: Section 01750

1.3.4. Closeout submittals required for trades: Respective section of specification.

1.3.5. Completion: Conditions of the Contract

1.4. Quality Assurance

1.4.1. All documents submitted to the Agency's Representative shall be signed by a person authorized to endorse contracts on behalf of the Contractor.

1.4.2. All formats for documents shall be supplied by the Agency's Representative.

2. PART 2- PRODUCTS

Not Used

3. PART 3- EXECUTION

3.1. Completion

3.1.1. The Contractor shall submit written certification to the State of West

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

Virginia through the Agency's Representative, when the project or designated portion of the project is complete. A list of major items to be completed or corrected shall be stated.

3.1.2. Agency and Agency's Representative shall make an inspection within ten (10) days after receipt of certification.

3.1.3. Should the Agency and Agency's Representative determine that the work is completed, the Agency's Representative shall prepare and issue a certificate of completion containing:

3.1.3.1. **Date of Completion.**

3.1.3.2. Contractor's list of items to be completed or corrected and any amendments by Agency and Agency's Representative.

3.1.3.3. The time to be allowed for Contractor to complete or correct listed items.

3.1.3.4. Time and date Agency will assume possession of the work.

3.1.3.5. Signatures of Agency, Agency's Representative and Contractor.

3.1.4. The Contractor shall then complete or correct those items so listed within the designated time and inform the Agency's Representative upon completion.

3.1.5. Should the Agency and Agency's Representative determine that the work is not complete the Agency's Representative shall immediately notify the Contractor in writing stating reasons. Contractor shall then complete the work and send a second written notice to the Agency through the Agency's Representative certifying that the project or designated portion thereof, is complete. The Agency and Agency's Representative shall re-inspect the work within ten (10) days after receipt of certification.

3.2. Final Inspection

3.2.1. The Contractor shall submit written certification to the Agency through the Agency's Representative that:

3.2.1.1. The contract documents have been reviewed.

3.2.1.2. Work has been completed in accordance with the contract documents.

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

3.2.1.3. The project has been inspected for compliance with the contract documents.

3.2.1.4. The project is ready for final inspection.

3.2.2. The Agency and Agency's Representative shall make a final inspection within ten (10) days after receipt of certification.

3.2.3. Should the Agency and Agency's Representative determine that the work is finally complete in accordance with the requirements of the contract documents the Agency's Representative shall request that the Contractor submit the appropriate project closeout documentation.

3.2.4. Should the Agency and Agency's Representative determine that the work is not finally complete the Agency's Representative shall immediately notify the Contractor in writing stating reasons. The Contractor shall then take immediate measures to remedy the stated deficiencies and send an additional written notice to the Agency through the Agency's Representative certifying that the work is complete. The Agency and Agency's Representative shall re-inspect the work within ten (10) days after receipt of certification.

3.3. Closeout Submittals

3.3.1. Project record documents: As required by Section 01720.

3.3.2. Warranties: As required by Section 01750.

3.3.3. Evidence of payment and release of liens.

3.3.4. A Contractor's affidavit of payment of debts and claims:

3.3.5. Contractor shall be responsible for proper execution of all submittals required by this section prior to delivery to the Agency through the Agency's Representative.

3.3.6. Contractor shall submit a final statement of accounting to the Agency through the Agency's Representative. The statement shall reflect all adjustments including but not limited to:

3.3.6.1. Original contract sum.

3.3.6.2. Change orders noting such items as:

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

3.3.6.2.1. Unit Prices

3.3.6.2.2. Cash Allowances

3.3.6.2.3. Deductions for uncorrected work

3.3.6.2.4. Deductions for re-inspection payments

3.3.6.2.5. Other adjustments

3.3.6.3. Total adjusted contract sum

3.3.6.4. Previous payments.

3.3.6.5. Remaining sum due.

3.3.7. The Agency's Representative shall prepare a final change order reflecting approved adjustments not previously noted by change orders.

3.4. Final Application for Payment

3.4.1. Contractor shall submit final application for payment in accordance with the specifications.

3.4.2. Agency's Representative shall issue a final certificate in accordance with the specifications.

END OF SECTION 01701

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

SECTION 01710
CLEANING

1. PART 1- GENERAL

1.1. Related Documents

Drawings and general provisions of the contract including General, Supplemental, and Special Conditions and other Division 1 Specification sections apply to work of this section.

1.2. Description

To maintain the building and site in a clean condition throughout the duration of the project. The Contractor shall comply with all requirements for cleanliness described in other sections of these specifications.

- 1.3.** The Contractor shall conduct daily inspections to ensure that the requirements for cleanliness are being met.

2. PART 2- PRODUCTS

- 2.1.** The Contractor shall provide all required manpower, material and equipment to maintain the specified standard of cleanliness.
- 2.2.** Contractor shall use only those materials and equipment which are compatible with the surface being cleaned as recommended by the manufacturer or approved by the Owner's representative.

3. PART 3- EXECUTION

3.1. Progress Cleaning

- 3.1.1.** Stored items shall be kept in an orderly arrangement allowing maximum access and shall not impede drainage or traffic.
- 3.1.2.** Scrap, debris, waste material and other items shall not be allowed to accumulate.
- 3.1.3.** Contractor shall provide storage containers for all items awaiting removal from the site. Storage containers shall be approved by the Owner's Representative.

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

- 3.1.4. Contractor shall inspect all arrangements of materials stored on the project site on a weekly minimum basis and shall service all arrangements in accordance with the requirements of Paragraph 3.1.1 of this section.

3.2. Final Cleaning

- 3.2.1. Except as especially provided otherwise, "clean" shall be interpreted to mean the level of cleanliness generally attainable by skilled cleaners using commercially available building maintenance equipment and materials.
- 3.2.2. All tools, equipment, materials, scrap, debris and waste shall be removed from the project site and a final progress cleaning conducted in accordance with this section.
- 3.2.3. Unless otherwise directed by the Owner's representative, the Contractor shall clean all adjacent areas on the site and completely remove all resultant debris.
- 3.3. Contractor shall visually inspect all exterior surfaces and remove all traces of dirt, waste materials, smudges, splashed materials and other foreign matter. The Owner's Representative may require that light sandblasting or other cleaning be performed at no cost to the Owner. If such cleaning is required, the Contractor shall take all necessary precautions to prevent damage to adjacent materials, property and vegetation.

END OF SECTION 01710

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

SECTION 01720
PROJECT RECORD DOCUMENTS

1. GENERAL

1.1. Related Documents

Drawings and general provisions of the contract including General, Supplemental, and Special Conditions and other Division 1 Specification sections apply to work of this section.

1.2. Description

To maintain an accurate record of the project throughout its duration. Items to be noted include, but are not necessarily limited to:

- 1.2.1. Contract Documents
- 1.2.2. Addendum
- 1.2.3. Change Orders
- 1.2.4. Field Orders and Instructions
- 1.2.5. Construction Schedule
- 1.2.6. Shop Drawings
- 1.2.7. Product Samples
- 1.2.8. Progress Reports

1.3. Quality Assurance

- 1.3.1. The Contractor shall delegate responsibility for maintenance of the record documents to one person on the Contractor's staff as approved by the Owner's Representative.
- 1.3.2. All entries shall be made within 24 hours after receipt of information.

1.4. Submittals

- 1.4.1. The Contractor shall secure Owner's representative approval of the record documents as currently maintained prior to submitting each request for progress payment.
- 1.4.2. The Contractor shall submit the final record documents to the Owner's Representative for approval prior to submitting a request for final

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

payment.

1.5. Product Handling

The Contractor shall take all necessary precautions to protect the record documents from deterioration, loss, and damage until completion of the work and transfer of the recorded data to the final record documents.

2. PART 2- PRODUCTS

- 2.1. The Contractor shall obtain one complete set of all documents, free of charge, from the Owner's Representative at the Preconstruction meeting.

3. PART 3- EXECUTION

3.1. Maintenance of Record Documents

- 3.1.1. Upon receipt of the record documents described in Paragraph 2.1 of this section, the Contractor shall identify each of the documents with the title "Project Record Documents".
- 3.1.2. The Contractor shall maintain the record documents at the project site and make all documents available to the Owner and Owner's Representative during all working hours.

3.2. Review and Approval

The Contractor shall submit the completed total set of record documents to the Owner's Representative as described in Paragraphs 1.4.1 and 1.4.2 of this section. The Contractor shall participate in review meeting(s) as required by the Owner's Representative. The Contractor shall make all required changes to the documents and promptly deliver the final project records to the Owner's representative.

END OF SECTION 01720

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

SECTION 01750
WARRANTIES

1. PART 1- GENERAL

1.1. Related Documents

Drawings and General Provisions of Contract, including General, Supplemental, and Special Conditions and other Division 1 Specification Sections apply to work of this section.

1.2. Related Sections include all sections of this material specification

1.3. Description of Work

Provide Warranties to the Culture Center/State of West Virginia, with Close Out Documents, for all sections contained within this specification.

1.4. Upon completion of the work, and prior to the final payment, the Contractor shall submit the following items to the Agency's Representative:

1.4.1. Copies of all punch lists prepared by the Agency's Representative and documentation of completion.

1.4.2. Manufacturer's report that the project has been inspected and is suitable for warranty.

1.4.3. Manufacturer's special material warranty.

1.4.4. Contractor's warranty.

1.5. Submit all items required by this Section as a part of Project Record Documents - Section 01720

1.6. Warranties

1.6.1. The contractor shall agree that the work covered under this contract shall remain free from any physical defect caused by defective workmanship, including installation, for a period of two (2) years from the date of final acceptance.

1.6.2. Emergency repairs to defects shall be performed within 72 hours of receiving notice from the State of West Virginia. As soon as weather permits, permanent repairs and restoration of affected areas shall be accomplished in a manner in conformance with the original contract

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

- requirements. Permanent repair or replacement of the affected area(s) shall be made by the Contractor within thirty (30) days, unless mutually extended by both parties (Contractor and Agency). This work shall be done without additional cost, except if it is determined by the Agency's Representative that such leaks and defects were caused by abuse, lightning, hurricane, tornado, hail storm, or other unusual phenomena.
- 1.6.3. The warranties shall also state that The State of West Virginia has the right, at any time during the 2-year Contractor's warranty period, to make emergency repairs to protect the contents of the building or the building itself from damage. The cost of emergency repairs made during the first two years of warranty period shall be borne by the Contractor and action by The State of West Virginia shall not invalidate the warranty.
- 1.6.4. The contractor shall include in the bid the cost of the following warranties:
- 1.6.4.1. Contractor's 2 Year Material and Labor Warranty.
- 1.6.4.2. All new materials and workmanship covering work provided under Sections 030100 and 071325 shall be guaranteed, in writing, by the Contractor to be in a stable condition for a period of two (2) years after date of final payment.
- 1.6.5. The Contractor's Warranty shall neither replace nor negate any agreement furnished by the manufacturer. The warranties shall not be negated nor become void, due to a transfer of Ownership.
- 1.6.5.1. When, within the warranty period, the concrete repairs show evidence of excessive weathering or instability because of defective materials or workmanship, the repair or replacement of defective materials and correction of defective workmanship shall be the responsibility of the Contractor.
- 1.6.6. Final payment will be made to the Contractor only after two (2) copies of the warranties and guarantees have been submitted and the Contractor acknowledges that all bills are paid. All such documents shall show the project name, project number, and location and the Agency's name.
- 1.6.7. The effective date of all warranties shall be the same and shall be on the date of the final inspection when the Agency, Agency's Representative, and Contractor, agree that all work has been completed in compliance with the plans and specifications.

2. PART 2- PRODUCTS

Not Used

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

3. **PART 3- EXECUTION**
Not Used

END OF SECTION 01750

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

SECTION 030100

VERTICAL/OVERHEAD CONCRETE RESTORATION AND REPAIR

1. PART 1 - GENERAL

1.1. RELATED DOCUMENTS

- 1.1.1. Drawings and general provisions of the contract including General, Supplemental and Special Conditions, and other Division 1 Specification sections apply to work of this section.

1.2. WORK INCLUDED

- 1.2.1. Repair of selected areas of exterior structural concrete, columns, and beams.

1.3. SECTION INCLUDES

- 1.3.1. Concrete restoration and repair materials.
- 1.3.2. Concrete mixes
- 1.3.3. Primers
- 1.3.4. Latex admixtures/bonding agents
- 1.3.5. Anti-Corrosion Coating for Reinforcement

1.4. REFERENCES

- 1.4.1. ASTM C 78 – *Standard for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)*.
- 1.4.2. ASTM C 109 – *Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-inch or 50-mm Cube Specimens)*
- 1.4.3. ASTM C 191 – *Standard Test Method for Time of Setting of Hydraulic Cement by Vicat Needle*.
- 1.4.4. ASTM C 266 – *Standard Test Method for Flexural Strength of Hydraulic-Cement Paste by Gilmore Needles*.
- 1.4.5. ASTM C 348 – *Standard Test Method for Flexural Strength of Hydraulic-Cement Mortars*
- 1.4.6. ASTM C 666 – *Standard Test Method for Resistance of Concrete to Rapid*

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

Freezing and Thawing.

- 1.4.7. *ASTM C 882 – Standard Test Method for Bonding Strength of Epoxy-Resin Systems Used With Concrete By Slant Shear.*
- 1.4.8. *ASTM C 1042 – Standard Test Method for Bond Strength of Latex Systems Used With Concrete BY Slant Shear.*
- 1.4.9. *ASTM C 1059 – Standard Test Method for Latex Agents for Bonding Fresh to Hardened Concrete.*

1.5. SUBMITTALS

- 1.5.1. Submit under provisions of Section 013300
- 1.5.2. Manufacturer's data sheets on each product to be used, including:
 - 1.5.2.1. Preparation instructions and recommendations.
 - 1.5.2.2. Storage and handling requirements and recommendations.
 - 1.5.2.3. Installation instructions and methods.
 - 1.5.2.4. MSDS – Material Safety Data Sheets
- 1.5.3. Shop Drawings: Showing locations of repairs, details, anchorage, and other information required for review.

1.6. DELIVERY, STORAGE, AND HANDLING

- 1.6.1. Deliver materials to the job site in original, unopened containers. Materials are to be stored in a protected area between 40 to 80 degrees Fahrenheit.
- 1.6.2. Do not retain on the job site any material which has exceeded the shelf life recommended by its manufacturer.
- 1.6.3. Protect all surfaces from staining or damage. All damaged work shall be repaired or replaced as directed by the Owner's Representative and at no additional cost to the Owner.

1.7. QUALITY ASSURANCE

- 1.7.1. Manufacturer Qualifications: Firm specializing in the manufacture of concrete restoration and repair materials, with minimum of 10 years experience.
- 1.7.2. Installer Qualifications: Firm specializing in installation of concrete restoration

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

and repair materials, with minimum of 5 years documented experience with projects of similar scope, design, and materials.

- 1.7.3. Mock-up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.

1.8. PROJECT CONDITIONS

- 1.8.1. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.9. WARRANTY

- 1.9.1. Warranty shall be in accordance with Section 017500.

2. PART 2 - PRODUCTS

2.1. MANUFACTURERS

- 2.1.1. Sika Corporation, 201 Polito Avenue; Lyndhurst, NJ 07071
- 2.1.2. The Euclid Chemical Company, 19218 Redwood Road, Cleveland, Ohio 44110. 1-800-321-7628; www.euclidchemical.com.
- 2.1.3. Sika – Sikacrete 211 SCC Plus – Polymer modified Portland cement, aggregate with admixture and migrating corrosion inhibitors for formed vertical, horizontal and overhead surfaces 1 inch or greater.
- 2.1.4. Or approved equal.

2.2. CONCRETE RESTORATION AND REPAIR MORTAR

- 2.2.1. Sika – SikaRepair SHB – For placement of 1/4" to 3" vertical patching and 1/4" to 1 1/2" for overhead patching. Portland cement, aggregate admixture for setting time, water reducer and accelerator.
- 2.2.2. Sika – SikaRepair 224 – For placement of 3/8" inch or greater. Blend of Portland cement with microsilica fibers, aggregates for use in horizontal, vertical and overhead surfaces.
- 2.2.3. Euclid Chemical – Verticoat – 2 component, trowel grade, polymer-modified, cement-based mortar for vertical and overhead concrete and masonry repairs.

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

- 2.2.4. ProSpec – Bonsal / ProSpec V.O. Repair Mortar – Pre-blended polymer-modified, Portland cement based patching mortar; for vertical and overhead surfaces; contains corrosion inhibitor; non-sag; self curing.

2.3. CONCRETE RESTORATION CEMENT SLURRY COAT

- 2.3.1. ProSpec – Bonsal / ProSpec V.O. Repair Mortar – Pre-blended polymer-modified, Portland cement based patching mortar; for vertical and overhead surfaces; contains corrosion inhibitor; non-sag; self curing.
- 2.3.2. Sika – SikaRepair SHB – For placement of 1/4” to 3” vertical patching and 1/4” to 1 1/2” for overhead patching. Portland cement, aggregate admixture for setting time, water reducer and accelerator.
- 2.3.3. Euclid Chemical – EUCOSEAL – A heavy duty cementitious coating intended to protect masonry. It is mixed with latex or water and applied to the surface of masonry or concrete. The product seals voids and coats the surface.

2.4. CORROSION INHIBITOR

- 2.4.1. Sika Armatec 110 EpoCem – A component, epoxy, modified, cementitious, anti-corrosion coating for reinforcing steel in concrete restoration. A blending bridge between new Portland cement mortar or concrete and hardened Portland cement mortar or concrete.
- 2.4.2. Euclid Chemical – DURALPREP A. C. – A three component, pre-portioned, water based epoxy modified Portland cement bonding agent and anti-corrosion coating for steel.
- 2.4.3. ProSpec – Bonsal / ProSpec Rebar Coat – A polymer based, zero VOC, primer with corrosion inhibitors; for use over prepared reinforcing steel and other steel components.

2.5. BONDING AGENTS

- 2.5.1. Sika Armatec 110 EpoCem – A bonding bridge between new Portland cement mortar or concrete and hardened Portland cement mortar or concrete.
- 2.5.2. Euclid Chemical – DURALPREP A. C. – A three component, pre-portioned, water based epoxy modified Portland cement bonding agent and anti-corrosion coating for steel.
- 2.5.3. ProSpec - Bonsal / ProSpec 118 Primer - A zero VOC, concentrated liquid used prior to installation of cementitious toppings, underlayments, repair mortars and

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

stucco to improve bond strength and curing time.

2.6. LATEX ADMIXTURES

- 2.6.1. ProSpec – Bonsal / ProSpec Acrylic Additive – a solvent free/zero VOC liquid acrylic polymer emulsion admixture for cement based products, repair and setting mortars and stucco to improve bond strength durability, curing time, workability, and tensile strength.

2.7. CURING COMPOUNDS

- 2.7.1. Sika – Antisols – A sodium silicate curing compound for prevention of premature water loss in concrete. Reduces incident of plastic shrinkage and dusting. For use when subsequent surfaces treatments on paints are to be applied.
- 2.7.2. Euclid Chemical – SUPER DIAMOND CLEAR VOX. – A high solids, water based acrylic curing and sealing compound. Helps control hydration of cement by preventing rapid loss of moisture through the surface of newly placed concrete.
- 2.7.3. ProSpec – Curing compound: A water-based clear liquid acrylic copolymer coating for curing concrete. Promotes curing in freshly placed concrete by helping to retain moisture.

2.8. PROTECTIVE COATINGS

2.8.1. Primers

- 2.8.1.1. Sika – Sikagard 552W Primer – A one component, penetrating, adhesion promoter for priming concrete and other masonry surfaces prior to the application of acrylic coatings.
- 2.8.1.2. Euclid Chemical – TAMMS H/P PPRIMER – Aids in the proper curing of acrylic resins or cement based on masonry coatings.

2.8.2. Finish Coat

- 2.8.2.1. Sika – Sikagard 550W Elastic – A one component waterbased decorative elastic crack-bridging anti-carbonation protective coating based on ethylene copolymer dispersion.
- 2.8.2.2. Euclid Chemical – TAMMOLASTIC – A protective, decorative, flexible coating formulated from high performance elastomeric acrylic resins.

3. PART 3 - EXECUTION

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

3.1. EXAMINATION

- 3.1.1. Examine all areas and conditions under which work of this section will be performed
- 3.1.2. .Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

3.2. SURFACE PREPARATION

- 3.2.1. Prepare concrete surfaces in accordance with manufacturer's instructions.
- 3.2.2. Clearly mark the area of damaged concrete to be repaired. Area marked must extend beyond damaged concrete onto sound concrete.
- 3.2.3. Remove all damaged or deteriorating concrete by means of high pressure washing, high pressure air, sand, or mechanical means (hammer chisel, grinder, wire brush, etc.).
- 3.2.4. Remove dirt, dust, oil, grease, debris, paint, curing compounds, sealers, and unsound concrete.
- 3.2.5. If rebar is exposed remove a minimum of 1/2 inch of concrete from behind the rebar to expose all sides of the rebar.
- 3.2.6. Clean all debris and corrosion from the rebar surface down to clean, sound, white steel.

3.3. INSTALLATION OF CONCRETE RESTORATION/REPAIR PRODUCT

- 3.3.1. Apply steel and concrete rust inhibitors following manufacturer's instructions
- 3.3.2. Place concrete repair products in accordance with manufacturer's instructions.
- 3.3.3. Place mortar in lifts not exceeding manufacturer's recommendations.
- 3.3.4. Alternatively – Pour or pump concrete/mortar into formed areas. Vibrate form while pouring or pumping and follow manufacturer's instructions.
- 3.3.5. Trowel flush with surface and allow to stiffen. Finish to match the surrounding concrete surfaces.
- 3.3.6. Finish the repair mortar to the desired texture. Texture should be a close as possible match to surrounding, existing, concrete surfaces. Do not add additional water to the surface during the finishing operation.

REQUEST FOR QUOTATION
The Culture Center: Restoration and Repair of Concrete Walls

3.3.7. Cure concrete repair mortar in accordance with the manufacturer's instructions.

3.4. PROTECTION

3.4.1. Protect placed concrete repair mortar from freezing until minimum compressive strength is reached.

3.4.2. Protect placed concrete repair mortar from damage during construction.

3.5. CLEANING UP

3.5.1. Keep adjacent surfaces clean and free from concrete repair mortar as the installation progresses.

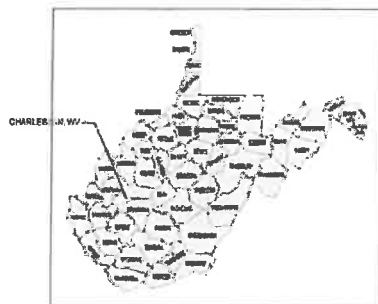
3.5.2. Prevent corrosion inhibitor, bonding agent, etc. to come in contact surfaces adjacent to the repair area.

END OF SECTION 030100



THE CULTURE CENTER CONCRETE REPAIRS TO THE PLAZA DECK WALLS

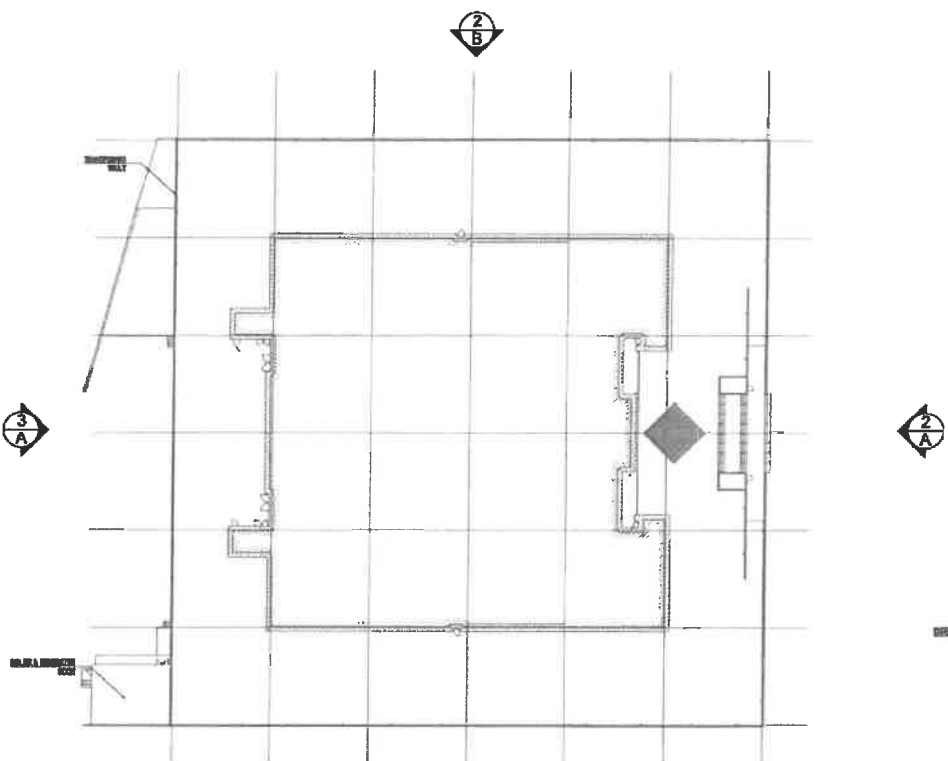
MARCH 18, 2022



LOCATION
The Culture Center
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1000 Kanawha Boulevard, East
Charleston, WV 25305
Ph.: 304-558-0220

West Virginia Department of Arts, Culture and History
Facility Operations Unit
1000 Kanawha Boulevard East
The Culture Center / Building 8
Charleston, West Virginia 25305

Ph.: 304-558-0220
Fax: 304-558-2770

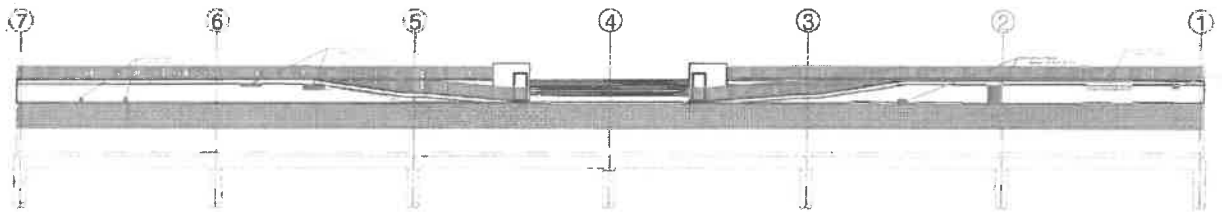


THE CULTURE CENTER
CONCRETE REPAIRS TO THE PLAZA DECK WALLS
PLAN VIEW

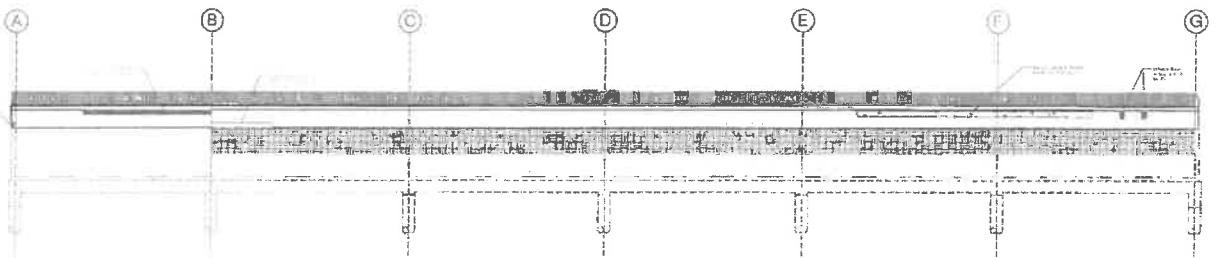


NOTES:
1. SEE PLANS FOR ALL DIMENSIONS AND NOTES.
2. ALL CONCRETE SHALL BE 4000 PSI STRENGTH.
3. ALL REINFORCING SHALL BE #4 BARS.
4. ALL REINFORCING SHALL BE TIED TO EXISTING REINFORCING.
5. ALL REINFORCING SHALL BE PLACED IN ACCORDANCE WITH THE REINFORCING DETAIL.

<p>THE CULTURE CENTER CONCRETE REPAIRS TO THE PLAZA DECK WALLS PLAN VIEW</p>	
<p>Project: Culture Center 1000 Jackson Boulevard Tomball, TX 77375 Phone: 281-466-5779 www.tomball-tx.gov</p>	<p>ARCHITECT: HKS 1000 Jackson Boulevard Tomball, TX 77375 Phone: 281-466-5779 www.tomball-tx.gov</p>
<p>PLANNED BY: TOMBALL CITY 1000 Jackson Boulevard Tomball, TX 77375 Phone: 281-466-5779 www.tomball-tx.gov</p>	
<p>DATE: 04/01/2012 DRAWN BY: J.P.P. CHECKED BY: J.P.P.</p>	
<p>1</p>	



EAST PLAZA DECK WALL
 CONCRETE DAMAGE SURVEY
 SCALE: 1/4" = 1'-0"



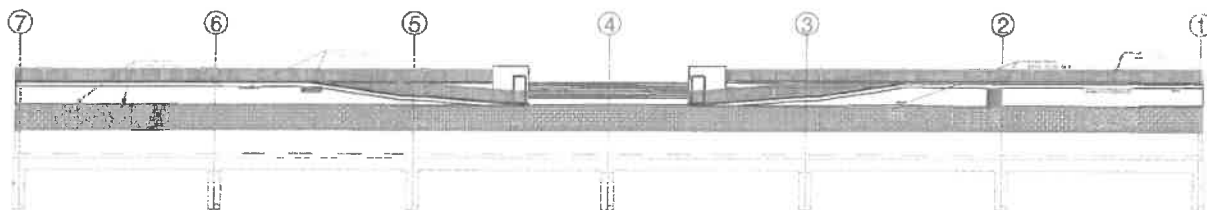
NORTH PLAZA DECK WALL
 CONCRETE DAMAGE SURVEY
 SCALE: 1/4" = 1'-0"

THE CULTURE CENTER
 CONCRETE REPAIRS TO THE PLAZA DECK WALLS
 EAST AND NORTH WALL ELEVATIONS

EAST PLAZA DECK WALL
 CONCRETE DAMAGE SURVEY
 DRAWING NO. 2200-000
 DATE: 04/14/2011
 FILE: 04-014-000.dwg
 www.mvll.com

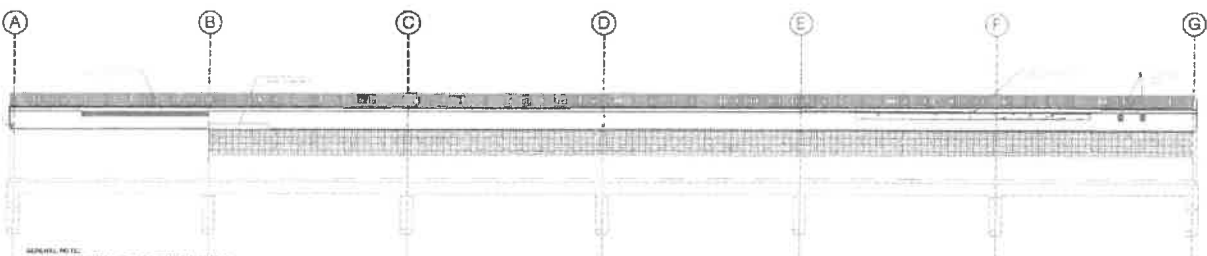


DATE: JANUARY 21, 2012
 DRAWING NO. 2200-000
 FILE: 04-014-000.dwg



GENERAL NOTE:
1. REMOVE ALL STAINING ON CONCRETE FACADE PRIOR TO REPAIRS.

EAST PLAZA DECK WALL
CONCRETE DAMAGE SURVEY
SCALE: = 1/8" = 1'-0"



GENERAL NOTE:
1. REMOVE ALL STAINING ON CONCRETE FACADE PRIOR TO REPAIRS.

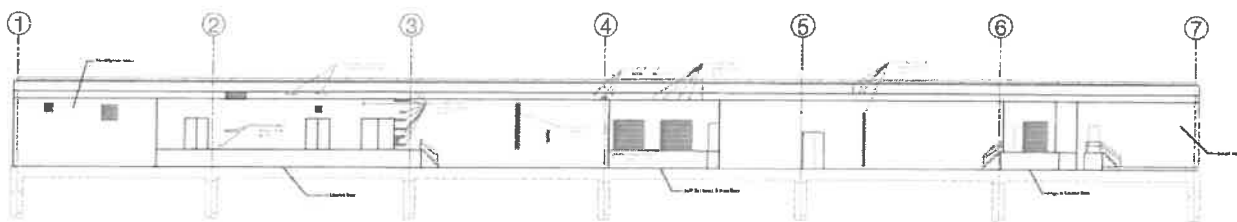
NORTH PLAZA DECK WALL
CONCRETE DAMAGE SURVEY
SCALE: = 1/8" = 1'-0"

THE CULTURE CENTER
CONCRETE REPAIRS TO THE PLAZA DECK WALLS
EAST AND NORTH WALL ELEVATIONS

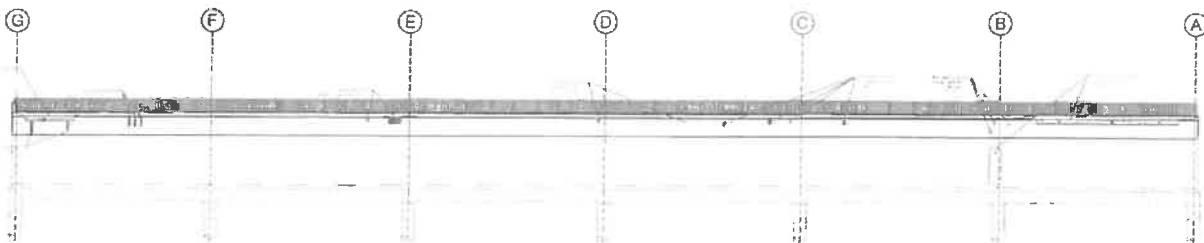
PROJECT: PLAZA DECK WALL
1000 LAMARCA BOULEVARD EAST
CAMDEN, NJ 08308
TEL: 856-981-7770
FAX: 856-981-7779
WWW.ARTS-CULTURE.COM



DATE: JANUARY 21, 2012
DRAWN BY: JLM
CHECKED BY: JLM
PROJECT: PLAZA DECK WALL



WEST PLAZA DECK WALL
CONCRETE DAMAGE SURVEY
SCALE: 1/4" = 1'-0"



SOUTH PLAZA DECK WALL
CONCRETE DAMAGE SURVEY
SCALE: 1/4" = 1'-0"

THESE DRAWINGS ARE BASED UPON HISTORICAL DRAWINGS
OF THE EXISTING BUILDING.
THEY DO NOT REPRESENT A NEW OR REVISED PLANNING STUDY.
ALL CHANGES, REVISIONS, ETC., SHALL BE INDICATED BY
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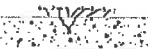
THE CULTURE CENTER
CONCRETE REPAIRS TO THE PLAZA DECK WALLS
SOUTH AND WEST WALL ELEVATIONS

FACILITY OPERATIONS UNIT
2000 KENNEDY BOULEVARD EAST
CHARLESTON, WV 25309
PHONE: 304-386-6100
FAX: 304-386-5775
WWW.WVONLINE.COM



DATE: 10/11/01
BY: J. L. HARRIS
FOR: J. L. HARRIS

1. Remove loose material from surface of concrete to be repaired. Remove loose material from surface of concrete to be repaired. Remove loose material from surface of concrete to be repaired.
2. Prepare repair area by cleaning and removing loose material. Prepare repair area by cleaning and removing loose material. Prepare repair area by cleaning and removing loose material.
3. Place concrete repair material in prepared area. Place concrete repair material in prepared area. Place concrete repair material in prepared area.
4. Finish repair surface with appropriate material. Finish repair surface with appropriate material. Finish repair surface with appropriate material.
5. Cure repair material for minimum of 28 days. Cure repair material for minimum of 28 days. Cure repair material for minimum of 28 days.



CONCRETE FRACTURE / CRACK REPAIR

CONCRETE FRACTURE / CRACK REPAIR SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL.



CEMENTITIOUS SLURRY COAT

THE SLURRY COAT SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL.



CONCRETE / REBAR REPAIR

CONCRETE / REBAR REPAIR SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL.

1. Prepare repair area by cleaning and removing loose material. Prepare repair area by cleaning and removing loose material. Prepare repair area by cleaning and removing loose material.
2. Place concrete repair material in prepared area. Place concrete repair material in prepared area. Place concrete repair material in prepared area.
3. Finish repair surface with appropriate material. Finish repair surface with appropriate material. Finish repair surface with appropriate material.
4. Cure repair material for minimum of 28 days. Cure repair material for minimum of 28 days. Cure repair material for minimum of 28 days.



LARGE CONCRETE / REBAR REPAIR

CONCRETE / REBAR REPAIR SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL.

1. Prepare repair area by cleaning and removing loose material. Prepare repair area by cleaning and removing loose material. Prepare repair area by cleaning and removing loose material.
2. Place concrete repair material in prepared area. Place concrete repair material in prepared area. Place concrete repair material in prepared area.
3. Finish repair surface with appropriate material. Finish repair surface with appropriate material. Finish repair surface with appropriate material.
4. Cure repair material for minimum of 28 days. Cure repair material for minimum of 28 days. Cure repair material for minimum of 28 days.

REPAIR MATERIAL SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL. REPAIR MATERIAL SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL. REPAIR MATERIAL SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL.

1. Prepare repair area by cleaning and removing loose material. Prepare repair area by cleaning and removing loose material. Prepare repair area by cleaning and removing loose material.
2. Place concrete repair material in prepared area. Place concrete repair material in prepared area. Place concrete repair material in prepared area.
3. Finish repair surface with appropriate material. Finish repair surface with appropriate material. Finish repair surface with appropriate material.
4. Cure repair material for minimum of 28 days. Cure repair material for minimum of 28 days. Cure repair material for minimum of 28 days.

THE CULTURE CENTER
CONCRETE REPAIRS TO THE PLAZA DECK WALLS
REPAIR DETAILS

PLAZA CULTURE CENTER
1000 MARSHALL BOULEVARD EAST
CHICKLETS, WV 26005
TEL: 304-424-7777
FAX: 304-424-7779
WWW.CULTURECEN.WV

ARTS, CULTURE
AND HISTORY



DATE: MARCH 21, 2012
BY: J. L. HAYES
FOR: PLAZA CULTURE CENTER

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REQUEST FOR QUOTATION
The Culture Center
Concrete and Rebar Repairs to the Plaza Deck Walls

EXHIBIT A – Pricing Page (Page 1 of 3)

1. Repair of 84,350.6 Square Feet of Exposed Rebar Repair per Project Manual and Drawings.
 - a. UNIT COST: \$ 298.00 Per Square Foot
 - b. EXTENDED COST: \$ 25,136.48 Total Square Footage of Project.

2. Repair of 248,078.6 Square Feet of Spalled Concrete/Void Surface per Project Manual and Drawings
 - a. UNIT COST: \$ 176.00 Per Square Foot
 - b. EXTENDED COST: \$ 43,661.84 Total Square Footage of Project.

To arrive at the BASE BID: Add EXTENDED COST totals for Items 1. and 2. and enter below:

3. BASE BID \$ 68,798.32

4. ALLOWANCES:

Additional Concrete Surface Repairs: Not to exceed 65 Square Feet using UNIT COST ('s) Indicated above above.

- a. ITEM 1: Exposed Rebar Repair. Not to exceed 33 Square Feet using Item 1, a. Unit Cost.
 - i. ITEM 1 ALLOWANCES:
EXTENDED COST: \$ 9,834.00

- b. ITEM 2: Spalled Concrete/Void Surface Repairs. Not to exceed 32 Square Feet using Item 2, a. Unit Cost.
 - i. ITEM 2 ALLOWANCES :

EXTENDED COST: \$ 5,632.00

NOTE: Unused Allowances will be Credited back to the Agency by the Vendor submitting a Change Order to Credit the unused Allowance amount at Project Close Out.

REQUEST FOR QUOTATION
The Culture Center
Concrete and Rebar Repairs to the Plaza Deck Walls

EXHIBIT A – Pricing Page (Page 2 of 3)

5. ALTERNATES:

a. ALTERNATE Number 01: Cementitious Slurry Coat: EAST Elevation.

- i. Apply 834,385 Square Feet of a Cementitious Slurry Coat per Specifications to the EAST Elevation of Plaza Deck Wall.**

- 1. COST Per Square Foot: \$ 17.56**
- 2. EXTENDED COST: \$ 14,651.80 Total Square Footage of EAST Elevation.**

b. ALTERNATE Number 02: Cementitious Slurry Coat: NORTH Elevation.

- i. Apply 1,158,320 Square Feet of a Cementitious Slurry Coat per Specifications and Drawings to the NORTH Elevation of Plaza Deck Wall.**

- 1. COST Per Square Foot: \$ 17.16**
- 2. EXTENDED COST: \$ 19,876.77 Total Square Footage of NORTH Elevation.**

c. ALTERNATE Number 03: Cementitious Slurry Coat: SOUTH Elevation

- i. Apply 1,402,660 Square Feet of a Cementitious Slurry Coat per Specifications and Drawings to the SOUTH Elevation of Plaza Deck Wall.**

- 1. COST Per Square Foot: \$ 16.35**
- 2. EXTENDED COST: \$ 22,933.49 Total Square Footage of SOUTH Elevation.**

d. ALTERNATE Number 04: Cementitious Slurry Coat: WEST Elevation.

REQUEST FOR QUOTATION
The Culture Center
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EXHIBIT A – Pricing Page (Page 3 of 3)

- i. Apply 4,093.211 Square Feet of a Cementitious Slurry Coat per Specifications and Drawings to the WEST Elevation of Plaza Deck Wall.

1. COST Per Square Foot: \$ 16.07
2. EXTENDED COST: \$ 65,777.90 Total Square Footage of WEST Elevation.

ALTERNATES ACCEPTED BY AGENCY:

ALTERNATE #1: ☒ AGENCY ACCEPTS ☐ AGENCY REJECTS
ALTERNATE #2: ☒ AGENCY ACCEPTS ☐ AGENCY REJECTS
ALTERNATE #3: ☐ AGENCY ACCEPTS ☒ AGENCY REJECTS
ALTERNATE #4: ☐ AGENCY ACCEPTS ☒ AGENCY REJECTS

By signing the Pricing Page I hereby certify that I have read and understood all Project documents and all Terms and Conditions for this Solicitation.

FOR THE VENDOR:

X 
Authorized Signatory

VP of Preconstruction
Title

5/11/2022
Date