



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

State of West Virginia Master Agreement

Order Date: 12-18-2024

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:	CMA 0211 4078 GSD2500000002 1	Procurement Folder:	1537048
Document Name:	Paint and Plaster Maintenance Contract	Reason for Modification:	
Document Description:	Paint and Plaster Maintenance Contract	Award of CRFQ GSD2500000011	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-01-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-12-31

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code: 000000200168				Requestor Name:	Gregory S Edelman
W Q WATTERS CO				Requestor Phone:	304-352-5485
1081 KANAWHA STATE FOREST DR				Requestor Email:	gregory.s.edelman@wv.gov
CHARLESTON		WV	25314		
US					
Vendor Contact Phone:		304-744-9431	Extension:		
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0		
#2	No				
#3	No				
#4	No				
				2025	
				FILE LOCATION _____	

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV 25305 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

CR 12-79-24

Total Order Amount:	Open End
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Purchasing Division's File Copy

YUKP 12/18/2024

PURCHASING DIVISION AUTHORIZATION
DATE: <i>Tanya 12/18/24</i>
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: <i>John S. Gray</i>
ELECTRONIC SIGNATURE ON FILE

12/20/2024

ENCUMBRANCE CERTIFICATION
DATE: <i>12-20-24</i>
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Central Master Agreement
OPEN END Contract

The Vendor, W. Q. Watters Company, of Charleston, WV agrees to enter into this Open-End contract with the Department of Administration, General Services Division ("Agency") for Paint and Plaster Maintenance in the four (4) buildings located on the State Capitol Complex, located at 1900 Kanawha Blvd East, Charleston, WV, 25305: Main Capitol Building (Building 1); Building Three; Governor's Mansion (Building 8); Holly Grove Mansion (Building 10) per the attached bid requirements, specifications, terms and conditions, Addendum No. 1 dated 10/31/2024, Addendum No. 2 dated 11/07/2024, Addendum No. 3 dated 11/14/2024 and the Vendors submitted bid dated 11/15/2024 incorporated herein by reference and made a part hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	72152000			Hour	94.560000
		Service From	Service To	Service Contract Amount	
		2025-01-01	2025-12-31	0.00	

Commodity Line Description: Paint and Plaster Maintenance - Hourly Labor Rate

Extended Description:

Labor hourly rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	72152000				0.000000
		Service From	Service To	Service Contract Amount	
		2025-01-01	2025-12-31	0.00	

Commodity Line Description: Paint and Plaster Maintenance - Materials Mark-up

Extended Description:

Mark-up percentage is 15%.

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 One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), 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 Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 of 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:

☐ **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.

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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 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 cancellation, 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: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$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: \$100,000.00 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.

☒ Certificate of Insurance must indicate Certificate Holder as Additional Insured.

☒ Certificate Holder should indicate:
General Services Division
1900 Kanawha Blvd. E
Charleston, WV 25305

☐

☐

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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ 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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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. BONDS: The following bonds must be submitted:

- ☒ **BID BOND:** 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 OR VENDOR'S BID WILL BE DISQUALIFIED.**
- ☒ **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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☒ **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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid 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 the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. 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.

3.1. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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: W. O. Watters Company

☒ 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.

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.

(Printed Name and Title) Kenneth P. Bowen, Vice President
(Address) 1081 Kanawha State Forest Drive, Charleston, WV 25314
(Phone Number) / (Fax Number) (304) 744-9433
(email address) admin@wqwatters.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

W. Q. Watters Company
(Company)

(Signature of Authorized Representative)
Kenneth P. Bowen, Vice President
(Printed Name and Title of Authorized Representative) (Date)
(304) 744-9431 (304) 744-9433
(Phone Number) (Fax Number)
admin@wqwatters.com
(Email Address)

REQUEST FOR QUOTATION
Paint and Plaster Maintenance Contract

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Administration, General Services Division (“Agency”) to establish an open-end contract for Paint and Plaster Maintenance in the four (4) buildings located on the State Capitol Complex, located at 1900 Kanawha Blvd East, Charleston, WV, 25305:

- Main Capitol Building (Building 1)
- Building Three
- Governor’s Mansion (Building 8)
- Holly Grove Mansion (Building 10)

In accordance with W. Va. Code § 5-22-1(a)(5), “Repair and maintenance of existing public improvements that are recurring or ongoing in nature and that are not fully identified or known at any time shall be considered a construction project and procured according to this article on an open-end basis, so long as the work to be performed under the contracts falls into a generally accepted single class or type, and bidders are notified of the open-end nature of the work in the solicitation: *Provided* That no open-ended repair or maintenance contract may exceed \$500,000.” For this contract, this will include all payments under the initial contract term, any renewal terms, all delivery orders, and any change orders (i.e., to issued delivery orders). The Agency generally accepts that painting and plaster work are of a single type.

It is understood that each of the four buildings have historic plaster and paint construction which sporadically experiences cracking, bubbling, and other failures that result in the need for it to be repaired and/or repainted (see Exhibit D for some examples of current, exemplary potential work).

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.

- 2.1 “Construction Services”** means providing all labor, materials, and equipment necessary to provide Paint and Plaster Maintenance, as more fully described in the Project Plans.
- 2.2 “Paint Repairs”** means providing preparation, priming and painting in accordance with Exhibit C.

REQUEST FOR QUOTATION
Paint and Plaster Maintenance Contract

- 2.3 “Plaster Repair”** means providing plaster surface restoration, in various degrees from full reconstruction to surface finishing, and preparation of the surface, suitable for priming/painting in accordance with Exhibit C.
- 2.4 “Pricing Pages”** 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.
- 2.5 “Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibits B-C, that provide detailed instructions on how the Construction Services are to be performed.
- 3. PERFORMANCE REQUIREMENTS:** Vendor shall provide Agency with Paint and/or Plaster Repair on an open-end and continuing basis as outlined in this Contract.
- 4. FACILITIES ACCESS:** The facilities identified in this contract may require access cards and/or keys to gain entrance.
- 4.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 4.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee if the cards or keys become lost or stolen.
- 4.3** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 4.4** Anyone performing under this Contract will be subject to Agency’s security protocol and procedures.
- 4.5** Vendor shall inform all staff of Agency’s security protocol and procedures.
- 5. QUALIFICATIONS:**
- 5.1 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,

REQUEST FOR QUOTATION
Paint and Plaster Maintenance Contract

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.

5.1.1 The Vendor must have successfully completed at least ten (10) distinct contracts which included plaster repairs in buildings on the U.S. National Register of Historical Places. References should include the name, location of the building in addition to the name, address, and telephone number of a contact person with the building's owner familiar with the work.

6. TRAVEL: Vendor shall be responsible for all mileage and travel costs including travel time, associated with performance of this Contract. Such costs will not be paid by the Agency.

7. CONTRACT AWARD: This Contract will be awarded to the Vendor meeting the required specifications that provides the lowest Total Cost on the Pricing Pages.

7.1 Pricing Pages: Vendor should complete 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.

8. ORDERING:

8.1 Contract Ordering: The Agency Project Manager shall define the scope of each Paint and/or Plaster Repair Project to be performed under this Contract and contact Vendor to provide a cost quote based on the labor rate and materials markup. The Vendor will have three (3) working days to coordinate with the Agency to review the scope (including, if necessary, a site visit to determine quantities required) and submit the cost quote. The cost quote must detail the intended scope of work required to complete the project and contain an itemized listing of time and materials that will be required, as well as the number of calendar days it will take to complete the work. If the Vendor's quote is satisfactory to the Agency, the Agency will issue a delivery order. This delivery order shall have a unique number, reference the master contract number, shall detail the scope of work for the project in question, and provide the amount of time allowed to complete the work. Issuance of the delivery order to the Contractor shall be considered authorization to begin work. If an agreement cannot be made between the vendor and the Agency as to the scope and quantities, then the Agency has the right to seek competitive bids for the project.

REQUEST FOR QUOTATION
Paint and Plaster Maintenance Contract

- 8.2** In preparation of the cost quote, Vendor shall include only: 1) those materials and supplies which are consumed in performance of the work (e.g., plaster, paint, lath, wire mesh, sanding supplies, rags, sponges, tape, etc.), but not durable equipment (e.g., ladders, baker scaffolding, paint brushes, trowels, etc.); and, 2) costs for any scaffolding and/or lifts required to be rented for access. All other expenses for materials and equipment required to perform the work are assumed to be included in the Vendor's materials markup.
- 8.3** If, in the performance of the work directed by a delivery order, the Vendor discovers that the cost quote quantities are insufficient to cover the full scope of work, they will submit to the Agency a request for a modification (i.e., change order) to the original delivery order.
- 8.4** Once a delivery order is issued, the Agency may need to delay the start of the work due to occupant/tenant required delays. Moreover, once the Vendor begins work on a delivery order, Agency may need to delay continuance of the work due to similar reasons. In both cases, the Vendor is required to reschedule the initiation and/or the completion of the work, coordinating with the Agency Project Manager, and at no additional cost to the Agency (unless approved by the Agency through the issuance of a change order).
- 8.5** Vendor is not permitted to perform any work other than that specified on the delivery order(s) (or subsequent change orders to delivery orders) issued under section 8.1 of this Contract.

9. CONTRACT VALUE LIMIT

- 9.1** In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000.
- 9.2** Change orders (including renewals) and delivery orders that cause this contract to exceed \$500,000 will not be permitted.

10. BILLING / PAYMENT:

- 10.1** Agency shall pay the labor rate and cost of materials plus markup, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 10.2** Invoices shall be submitted for payment (in arrears) and must include the following information:

REQUEST FOR QUOTATION
Paint and Plaster Maintenance Contract

10.2.1 Invoices must include, at a minimum, invoice date, FEIN number, complete address of vendor, delivery order number, master contract number, and an itemized list of labor hours and materials costs.

10.2.2 Invoices shall be emailed or mailed to the following addresses:

Email to gsdinvoices@wv.com

Mail to:

General Services Division
112 California Ave.
Attn: Accounts Payable
Charleston, WV 25305

11. DEFAULT:

11.1 The following shall be considered a default under this Contract.

11.1.1 Failure to perform Paint and/or Plaster Repairs in accordance with the requirements contained in herein.

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

11.1.3 Failure to comply with any applicable law, rule, ordinance, or building code applicable to this Contract.

11.1.4 Failure to remedy deficient performance upon request.

11.2 The following remedies shall be available upon default.

11.2.1 Cancellation of the Contract.

11.2.2 Cancellation of one or more delivery orders issued under this Contract.

11.2.3 Any other remedies available in law or equity.

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CRFQ GSD250000011

EXHIBIT A – Pricing Page

This Pricing Page MUST be included with the bid.

DATE: 11-17-24

NAME OF VENDOR: W. Q. Watters Company

BASE BID

For execution of this contract, the Agency desires to have work performed on a cost-plus basis for both labor and materials. Bid rate/amounts for designated commodity lines shall be calculated in accordance with the following guidelines:

Labor Rates

All-inclusive hourly rate to perform Construction Services (Commodity Line 1 in wvOASIS)

\$ 94.56 (per hour)

Materials

Materials eligible for mark-up. Provide Markup Percentage (A), then convert Markup Percentage to Multiplier (B) (e.g., 15% markup = 1.15 Multiplier = total Commodity Line 2 in wvOASIS bid of \$11,500.00)

(A) 15 %

REQUEST FOR QUOTATION
Paint and Plaster Maintenance Contract

EXHIBIT B – PROJECT PLANS

1. MANDATORY CONTRACT SERVICES REQUIREMENTS AND DELIVERABLES:
Contract Services must meet or exceed the mandatory requirement listed below.

2. GENERAL REQUIREMENTS: The Vendor shall protect existing surfaces and adjacent furniture and equipment to avoid damage or spills.

2.1 Plaster Repairs: Provide plaster repairs as required to prepare surfaces to be suitable for painting in accordance with Exhibit C. All work shall conform to the requirements in Exhibit C; use of products differing from those indicated in the Exhibit require prior approval by the Agency.

2.2 Painting: Provide priming and painting in accordance with Exhibit C. All work shall conform to the requirements in Exhibit C; use of products differing from those indicated in the Exhibit require prior approval by the Agency.

- 3. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the delivery orders that may be issued against this Contract.
- 4. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the Vendor's bid, but such costs will not be paid by the Agency separately.

5. PROJECT SPECIFIC CONDITIONS OF THE WORK

5.1 Limits of Work

Work areas will be limited to those spaces required for access to the jobsites. The Vendor may be responsible for clearing work areas of furniture and property prior to work commencement per the work schedule. Time spent performing this task can be quoted and billed as labor hours.

Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager. In some cases, such as working in the Governor's Mansion, Vendor may need to store equipment and tools in the Main Capitol.

Agency facilities shall remain in use during this contract. Contractor shall work with the Agency Project Manager to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work.

REQUEST FOR QUOTATION
Paint and Plaster Maintenance Contract

Contractor shall minimize disruption to building work areas and loading dock access.

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Contractor shall coordinate the location of service connections or use of receptacles with the Agency Project Manager to avoid overloading existing circuits.

5.2 Contractor Visitor Badges

Contractor shall provide a list of all personnel working on this project within the Buildings. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and cell phone number. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the buildings.

5.3 Work Restrictions

Access to the buildings shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use.

These are non-smoking buildings. Smoking is not permitted within the buildings or near entrances, operable windows, or outdoor air intakes.

5.4 Work Areas

The Vendor shall keep the work area(s) in a clean and orderly condition and perform general cleaning on a daily basis.

5.5 Standard Work Hours

The standard hours of work for this Contract will be coordinated through the project manager and may vary based on the location(s) and schedules of the working units located within the area(s) 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. Projects may require night or weekend work; no overtime will be paid.

5.6 Parking

Some parking is available on the project sites. Parking in non-designated areas is not permitted. Parking is the responsibility of the Vendor. With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work.

Use of loading dock areas or sidewalk areas for parking is strictly prohibited.

REQUEST FOR QUOTATION
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5.7 Codes

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

5.8 Safety

All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies. Prior to beginning any work ordered under this contract, Vendor shall review and acknowledge the GSD Jobsite Safety Handbook (Exhibit E). This will only be required prior the first work performed under this Contract.

5.9 Workmanship

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

Exhibit C: Plaster and Painting Specifications

SECTION 09210 - GYPSUM PLASTER

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Gypsum plastering.
 - 2. Metal lath.
- B. Product Data: Provide product information and mix design for plaster materials.

1.2 PROJECT CONDITIONS

- A. Environmental Requirements, General: Comply with requirements of referenced plaster application standards and recommendations of plaster manufacturer for environmental conditions before, during, and after plaster application.

PART 2 - PRODUCTS

2.1 LATH

- A. Expanded-Metal Lath: ASTM C 847, fabricated from uncoated or zinc-coated (galvanized) steel sheet and with uncoated steel sheet coated with corrosion-resistant coating after fabrication into lath. Use either Diamond-Mesh Lath: Flat., Weight: 2.5 lb/sq. yd. or Ribbed Flat, rib depth of not more than 1/8 inch, Weight: 2.75 lb/sq. yd

2.2 ACCESSORIES

- A. General: Complying with ASTM C 841; coordinate depth of accessories with thicknesses and number of plaster coats required.
- B. Metal Cornerbeads: Fabricated from zinc-coated (galvanized) steel.
- C. Strip Reinforcement: Smooth-edge strips of expanded-metal lath fabricated from uncoated or zinc-coated (galvanized) steel sheet, with uncoated steel sheet coated after fabrication.

2.3 MISCELLANEOUS MATERIALS

- A. Water for Mixing and Finishing Plaster: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.

Exhibit C: Plaster and Painting Specifications

- B. Bonding Compound: ASTM C 631.
- C. Caulk or sealant: Nonsag, paintable, nonstaining, latex sealant complying with ASTM C 834.

2.4 PLASTER MATERIALS

- A. Base-Coat Plasters: ASTM C 28, as follows:
 - 1. Gypsum neat plaster: National Gypsum Co.; Two-Way Hardwall Plaster; United States Gypsum Co.; Red Top; Or equal.
 - 2. Gypsum wood-fibered plaster. United States Gypsum Co.; Red Top Wood Fiber Plaster.

Do not use perlite aggregate for base coat plasters.

- B. Finish-Coat Plasters:
 - 1. Gypsum gauging plaster, ASTM C 28.
 - 2. Gypsum ready-mixed finish plaster, manufacturer's standard mill-mixed gauged interior finish.
 - 3. Gypsum Keene's cement, ASTM C 61.
 - 4. Gypsum casting and molding plaster, ASTM C 59, in color indicated or, if not otherwise indicated, as selected from manufacturer's standard white and gray colors.
- C. Finishing Hydrated Limes: ASTM C 206.
 - 1. Type: S, special, or N, normal, hydrated lime for finishing purposes.
 - 2. Finishing Hydrated Limes, Type S:
 - 3. Finishing Hydrated Limes, Type N:
- D. Aggregates for Base-Coat Plasters: ASTM C 35, Type: Sand
- E. Aggregates for Finish-Coat Plaster with Floated Finish: ASTM C 35; graded per ASTM C 842. Type: Sand.

2.5 PLASTER MIXES AND COMPOSITIONS

- A. Plaster Base-Coat Compositions: Comply with ASTM C 842 and manufacturer's written instructions for plaster base-coat proportions.

Exhibit C: Plaster and Painting Specifications

1. Three-Coat Work over Metal Lath: Scratch coat, gypsum wood-fibered plaster, neat or with job-mixed sand; brown coat, gypsum wood-fibered plaster with job-mixed sand.
 2. Two-Coat Work over Unit Masonry: Base coats, gypsum wood-fibered plaster with job-mixed sand or Gypsum neat plaster with job-mixed sand to match original.
 3. Two-Coat Work over Concrete: Base coats of gypsum neat plaster with job-mixed sand.
- B. Finish Coats: Proportion materials for finish coats to comply with ASTM C 842 and manufacturers written instructions for each type of finish coat and texture indicated.
1. High-Strength Gypsum Gauging Plaster: 1 part plaster to 1 part lime.
 2. Gypsum Keene's Cement: 4 or 2 parts plaster to 1 part lime to match existing..
 3. Floated Finishes:
 - a. Gypsum Gauging Plaster: 1 part plaster, 2 parts lime, 6 parts sand.
 - b. Gypsum Keene's Cement: 2 parts plaster, 1 part lime, 6 parts sand.

PART 3 - EXECUTION

3.1 INSTALLATION OF LATH AND FURRING, GENERAL

- A. Interior Lathing and Furring: Comply with ASTM C 841.
- B. Install supplementary framing, blocking, and bracing at terminations in Work and for support of fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, and similar work to comply with details indicated or, if not otherwise indicated, to comply with applicable written instructions of plaster manufacturer or, if not available, in USG's "Gypsum Construction Handbook."
- C. Isolation: Where lathing and metal support system abuts building structure horizontally and where partition or wall abuts overhead structure, isolate from structural movement to prevent transfer of loading from building structure.
1. Frame both sides of control joints independently and do not bridge joints with furring and lathing or accessories.

3.2 METAL LATHING

- A. Install expanded-metal lath for the following applications where plaster base coats are required. Provide appropriate type, configuration, and weight of metal lath selected from materials indicated that comply with referenced lathing installation standards.
1. Suspended and Furred Ceilings: Use diamond-mesh lath.
 2. Vertical Metal Framing and Furring: Use diamond-mesh lath and cold-rolled channel stud framing.

3.3 PREPARATION OF EXISTING SURFACES

Exhibit C: Plaster and Painting Specifications

- A. Remove existing damaged plaster down to solid original material. Step finish, scratch and brown coat layers of plaster back to provide lap over lower layers and key new plaster into existing layers below. (See Detail 1 at end of specification.)

3.4 PLASTER APPLICATION, GENERAL

- A. Protect contiguous Work from damage and deterioration caused by plastering with temporary covering and other provisions necessary.
- B. Prepare monolithic surfaces for bonded base coats and use bonding compound to comply with requirements of referenced plaster application standards for conditioning monolithic surfaces.
- C. Tolerances: Do not deviate more than plus or minus 1/16 inch from a true plane in finished plaster surfaces.
- D. Sequence plaster application with installation and protection of other work so that neither will be damaged by installation of other.

3.5 PLASTER APPLICATION

- A. Plaster Application Standard: Comply with ASTM C 842.
- B. Mechanically mix cementitious and aggregate materials for plasters to comply with applicable referenced application standard and with recommendations of plaster manufacturer.
- C. Number of Coats: Number of coats of plaster shall match existing conditions, in general provide brown, scratch and finish coats over metal lath; scratch and finish coats over ceramic or concrete masonry and two coats over concrete.
- D. Finish Coats: Match existing adjacent surfaces.

3.6 CUTTING, PATCHING, AND CLEANING

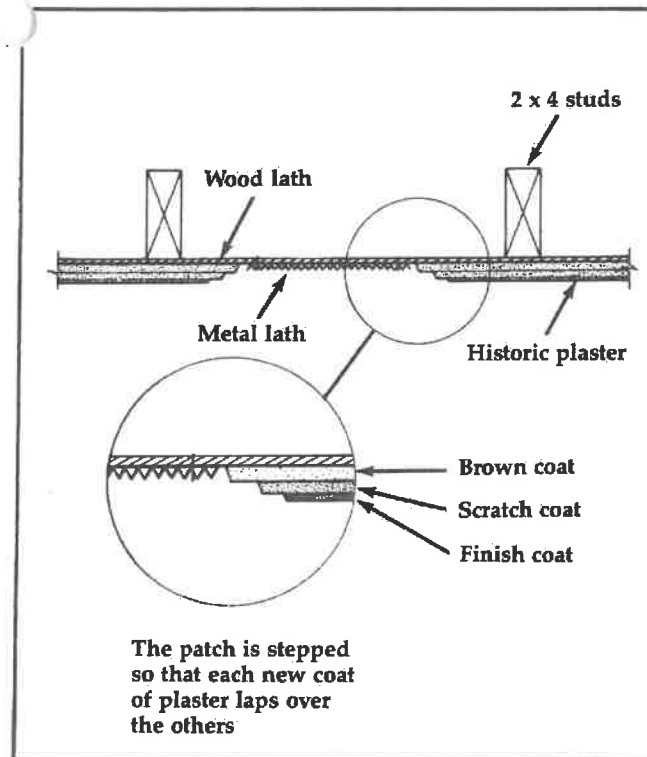
- A. Cut, patch, replace, and repair plaster as necessary to accommodate other work and to restore cracks, dents, and imperfections. Repair or replace work to eliminate blisters, buckles, excessive crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.
- B. Leave plaster ready for painting.
- C. Remove temporary protection and enclosure of other work. Promptly remove plaster from door frames, windows, and other surfaces not to be plastered. Repair floors, walls, and other surfaces stained, marred, or otherwise damaged during plastering.

3.7 PAINTING

- A. Do not paint surfaces until plaster has dried sufficiently to provide a stable surface for painting.

Exhibit C: Plaster and Painting Specifications

- B. Prime surface with alkaline-resistant primer recommended by paint manufacturer for plaster surfaces and provide two compatible finish coats of paint to match existing.



Detail 1 – Plaster Patch

END OF SECTION 09210

SECTION 099123 PAINTING

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Benjamin Moore & Co.
 2. PPG Architectural Finishes, Inc.
 3. Sherwin-Williams Company (The).
 4. Or approved equal.

2.2 PAINT, GENERAL

- A. Material Compatibility:
1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content: Unless otherwise approved, products shall comply with the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
1. Flat Paints and Coatings: 50 g/L.
 2. Nonflat Paints and Coatings: 150 g/L.
 3. Primers, Sealers, and Undercoaters: 200 g/L.
- C. Colors: Shall be as specified or match the existing and shall be approved by the Owner's Representative.

2.3 PRIMERS/SEALERS

- A. Primer Sealer, Latex, Interior
1. Benjamin Moore AURA color foundation or Fresh Start Multipurpose Latex Primer or equal product by other manufacturer.
- B. Primer, Latex, for Interior Wood:
1. Benjamin Moore Fresh Start Multipurpose Latex Primer or equal product by other manufacturer.
- C. Wood-Knot Sealer: Sealer recommended in writing by topcoat manufacturer for use in paint systems indicated.

1. As recommended by paint manufacturer.

D. Ferrous Metal (Steel & Iron):

1. Benjamin Moore Ultra Spec HP Acrylic Metal primer (HP04) or Super Spec HP Alkyd Metal Primer (P06).

2.4 WATER-BASED PAINTS

A. Latex, Interior, Flat,

1. Benjamin Moore – AURA Interior Latex White Matt or equal product by other manufacturer.

B. Latex, Interior,

1. Benjamin Moore – AURA Interior Latex Eggshell finish 524 or approved equal product by other manufacturer to be used unless noted otherwise.

C. Latex, Interior, Semi-Gloss,

1. Benjamin Moore – AURA Interior Latex Semi-Gloss finish 528 or equal product by other manufacturer.

2.5 SOURCE QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:

1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Concrete: 12 percent.
 - 2. Masonry (Clay and CMU): 12 percent.
 - 3. Wood: 15 percent.
 - 4. Gypsum Board: 12 percent.
 - 5. Plaster: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Plaster Substrates: Verify that plaster is fully cured.
- E. Spray-Textured Ceiling Substrates: Verify that surfaces are dry.
- F. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- G. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to clean and reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Remove existing caulks and fillers. Repair cracked or damaged substrate wood. Sand all exposed surfaces for uniform appearance. Repair exposed joints and cracked panels..
- E. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer, but not less than the following:
 - 1. SSPC-SP 3, "Power Tool Cleaning."
- F. Aluminum Substrates: Remove loose surface oxidation.

G. Wood Substrates:

1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed in occupied spaces:
 - a. Equipment, including panelboards and door closers.
 - b. Metal conduit.
 - c. Plastic conduit.
 - d. Other items as directed by Owner's Representative.
2. Paint portions of internal surfaces of metal ducts, grilles, behind air inlets and outlets that are visible from occupied spaces.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
 - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

- A. Wood Substrates: Including wood trim and architectural woodwork:
 - 1. Latex System:
 - a. Prime Coat (new wood, not required for previously painted surfaces): Primer, latex, for interior wood,
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, gloss to match existing.
- B. Plaster (or Gypsum Board if applicable) Substrates:
 - 1. Latex System:
 - a. Prime Coat: Primer sealer, latex, interior
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, (gloss level to match existing.)

END OF SECTION 099123

Cracking →



Bubbling ↗
→



Top Coat



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: GSD2500000011

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)

- | | |
|--|--|
| ☒ Addendum No. 1 | ☐ Addendum No. 6 |
| ☒ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
| ☐ Addendum No. 5 | ☐ 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.

W Q WATERS
Company

Kenneth A. Jovan
Authorized Signature

11-17-24
Date

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