



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

Request for Quotation

RFQ NUMBER
 DCH07069

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 SHELLY MURRAY
 304-558-8801

VENDOR

*222111821 304-343-5400
 AGSTEN CONSTRUCTION CO INC
 110 WYOMING ST
 CHARLESTON WV 25302-2340

SHIP TO

DIVISION OF CULTURE & HISTORY
 CULTURAL CENTER
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0300 558-0220

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/08/2007				
BID OPENING DATE: 06/13/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
<p>THE WEST VIRGINIA DIVISION OF CULTURE AND HISTORY IS SOLICITING BIDS FOR FABRICATION AND INSTALLATION OF METAL HAND RAILING IN THE NORTH AND SOUTH GARDENS OF THE CULTURAL CENTER, LOCATED ON THE CAPITOL COMPLEX IN CHARLESTON, WV AS PER THE ATTACHED SPECIFICATIONS AND PLANS.</p> <p>ATTACHMENTS: SPECIFICATIONS PLANS (3) PURCHASING AFFIDAVIT</p> <p>A MANDATORY PRE-BID CONFERENCE WILL BE HELD 5/30/07 AT 10:00 AM IN THE GREEN ROOM OF THE CULTURAL CENTER.</p> <p>NOTE: FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN THE DISQUALIFICATION OF VENDOR'S BID.</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 6/01/07. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIOR OR E-MAIL. IN ORDER TO ASSUE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO:</p> <p>SHELLY MURRAY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: SMURRAY@WVAMIN.GOV</p>						

RECEIVED
 JUN 13 P 1:16
 PURCHASING DIVISION
 STATE OF WV

SIGNATURE				SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
TITLE President		FEIN 550749581	TELEPHONE 304/343-5400	DATE 6/13/07	ADDRESS CHANGES TO BE NOTED ABOVE

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0001	1	LS		150-32		\$39,745.00
HANDBAILS, METAL EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE NOTICE TO PROCEED WILL BE ISSUED BY THE AGENCY IN THE FORM OF A LETTER. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT) ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED. WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL. ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT						

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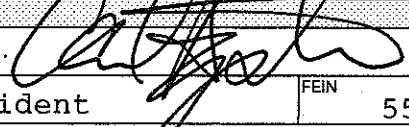
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<p>OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p>						

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<p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE</p>						

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				<p>SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p>		

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	REV. 11/96					
	EXHIBIT 10					
	ADDENDUM ACKNOWLEDGEMENT					
	I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.					
	ADDENDUM NOS.:					
	NO. 1	06/05/2007				
	NO. 2					
	NO. 3					
	NO. 4					
	NO. 5					
	I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.					
				SIGNATURE		
	Agsten Construction Co., Inc.			COMPANY		
	06/13/07		DATE			
	REV. 11/96					

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<p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ... Agsten Construction Co., Inc.</p> <p>CONTRACTORS LICENSE NO.: ... WV031022</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS</p>						

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<p>OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SM/BUYER 31</p> <p>REQ. NO.: DCH07069</p> <p>BID OPENING DATE: 6/13/07</p> <p>BID OPENING TIME: 1:30 PM</p>						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304/343-0063 ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- Ed Bartlett -----						
***** THIS IS THE END OF RFQ DCH07069 ***** TOTAL:						<u>39,745.⁰⁰</u>

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REQUEST FOR QUOTATION

Fabrication and Installation of Metal Hand Railing in North
and South Gardens of the Cultural Center.

PROJECT MANUAL

WEST VIRGINIA DIVISION OF CULTURE AND HISTORY
THE CULTURAL CENTER
1900 KANAWHA BOULEVARD EAST
CHARLESTON, WEST VIRGINIA

April, 2007

SECTION 01100 - SUMMARY**PART 1 - GENERAL****1.1 SUMMARY OF WORK****A. Project Identification: As follows:**

1. **Project: Fabrication and Installation of Metal Hand Railing in North and South Gardens of the Cultural Center.**
2. **Owner: West Virginia Division of Culture and History (WVDCH)**
The Cultural Center
1900 Kanawha Blvd. E.
Charleston, West Virginia 25305-0300
Phone: (304) 558-0220
Fax: (304) 558-2779

B. The Work consists providing labor, equipment, transportation, and materials for the fabrication and installation of metal hand railing, as described in the Contract Documents.**C. Work Not Included: The following will be provided by others:**

1. (Not Applicable)

1.2 WORK RESTRICTIONS**A. Contractor's Use of Premises: During construction, Contractor shall have full use of the areas indicated. Contractor's use of premises is limited only by Owner's right to perform work, or employ other contractors on portions of Project and as follows:**

1. **Contractor shall maintain full access by the public to the facility at all times and shall coordinate work with the Owner regarding WVDCH programming or Events of State that may potentially affect Contractor.**

PART 2 - PRODUCTS (Not Applicable)**PART 3 - EXECUTION (Not Applicable)****END OF SECTION 01100**

SECTION 01200 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 ALLOWANCES (Not Applicable)

1.2 ALTERNATES

- A. An alternate is an amount proposed by bidder for certain work that may be added to or deducted from the Base Bid amount if Owner accepts the Alternate. The cost or credit for each alternate is the net addition to or deduction from Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to Contract Sum.
- B. Indicate on the Bid Form amounts to be deducted from or added to Contract Sum for the following alternates:

1.3 Add Alternate: Labor, equipment, and materials to Hot-Dip Galvanize Metal products as described in this Specification. Refer to Section 05520.

1.4 CONTRACT MODIFICATION PROCEDURES

- A. On Owner's approval of a detailed proposal from Contractor, the Owner's Representative will issue a Change Order, for all changes to Contract Sum or Contract Time.
- B. When Owner and Contractor disagree on the terms of a proposal, the Owner's Representative may issue a Construction Change Directive, instructing Contractor to proceed with the change. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to Contract Sum or Contract Time.

1.5 PAYMENT PROCEDURES

- A. 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 Contractor's Construction Schedule.
- B. Submit 3 copies of each application for payment, according to the schedule established in Owner/Contractor Agreement.
 - 1. For the second Application for Payment (if applicable) through the Application for Payment (if applicable) submitted at Substantial Completion, submit partial releases of liens from each subcontractor or supplier for whom amounts were requisitioned in the previous Application for Payment.
 - 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.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

SECTION 01300 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Verify layout information shown on Drawings, before laying out the Work.
- B. Coordinate construction to ensure efficient and orderly execution of each part of the Work.
- C. Progress meetings will be held at Project site every 2 weeks. Notify Owner's Representative of meeting dates. Each subcontractor or other entity concerned with current progress or involved with planning or coordination of future activities, shall attend.
 - 1. Prepare minutes of each meeting and distribute to parties present.

1.2 CONSTRUCTION SCHEDULE

- A. Prepare a horizontal bar-chart construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first workday of each week. Use same breakdown of Work indicated in the Schedule of Values. As Work progresses, mark each bar to indicate actual completion.
 - 1. Submit within ten (10) business days after date established for Commencement of the Work.
 - 2. Coordinate each element with other activities. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.
 - 3. Indicate Substantial Completion and allow time for Owner's procedures necessary for certifying Substantial Completion.
 - 4. Schedule Distribution: Distribute copies to Owner, Owner's Representative subcontractors, and parties required to comply with dates.
 - 5. Updating: Revise the schedule after each meeting or activity where revisions have been made. Distribute revised copies to Owner, Owner's Representative, subcontractors, and parties required to comply with dates.

1.3 SUBMITTAL PROCEDURES

- A. Coordinate submittal preparation with construction schedule, fabrication lead-times, other submittals, and activities that require sequential operations.
 - 1. No extension of Contract Time will be authorized due to failure to transmit submittals in time to permit processing sufficiently in advance of when materials are required in the Work.
 - 2. Owner's Representative will not accept submittals from sources other than Contractor.

- B. Prepare submittals by placing a permanent label on each for identification. Provide a 4- by 5-inch space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label:
1. Project name.
 2. Date.
 3. Name and address of Contractor.
 4. Name and address of subcontractor or supplier.
 5. Number and title of appropriate Specification Section.
 6. Contractor's certification that materials comply with specified requirements.
- C. Coordinate each submittal with other submittals and with work that does not require submittals.
- D. Product Data: Mark each copy to show applicable choices and options. Include the following:
1. Data indicating compliance with specified standards and requirements.
 2. Notation of coordination requirements.
 3. For equipment data, include rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.
- E. Shop Drawings: Submit newly prepared information drawn to scale. Do not reproduce Contract Documents or copy standard information. Submit 1 reproducible print and 1 blue- or black-line print on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches. Owner's Representative will return the reproducible print. Include the following:
1. Dimensions, profiles, methods of attachment, coordination with adjoining work, large scale details, and other information, as appropriate for the Work.
 2. Identification of products and materials.
 3. Notation of coordination requirements.
 4. Notation of dimensions established by field measurement.
 5. Identification of deviations from Contract Documents.
- F. Samples: Submit Samples finished as specified and identical with the material proposed. Where variations are inherent in the material, submit sufficient units to show limits of the variations. Include product name or name of the manufacturer.
- G. Owner's Representative will review each submittal, mark as appropriate to indicate action taken, and return copies less those retained. Compliance with specified requirements remains Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Standards: Comply with NFPA 241, "Standard for Safeguarding Construction, Alterations, and Demolition Operations"; ANSI A10 Series standards for "Safety Requirements for Construction and Demolition"; and NECA Electrical Design Library's "Temporary Electrical Facilities."
 - 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Remove temporary facilities and controls before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 TEMPORARY UTILITIES

- A. Provide temporary utility services, if required, to Project site for use during construction. Arrange for and coordinate utility services with Owner.
 - 1. Owner will pay use charges for temporary utilities.

3.2 CONSTRUCTION FACILITIES

- A. Provide field offices, storage trailers, and other support facilities as necessary for efficient prosecution of the Work.
 - 1. Temporary facilities located within the construction area or within 30 feet of building lines shall be of noncombustible construction.
- B. Contractor may use designated Owner's sanitary facilities. Coordinate use with Owner's Representative and Facility Security Agents. Comply with regulations and health codes for type, number, location, and maintenance of facilities.
- C. Provide temporary enclosures for protection of construction and workers from exposure and inclement weather and for containment of heat.
- D. Do not install project identification signs.

- E. Collect waste daily and, when containers are full, legally dispose of waste off-site.
 - 1. Handle hazardous, dangerous, or unsanitary waste materials in separate closed waste containers. Dispose of material according to applicable laws and regulations.

3.3 TEMPORARY CONTROLS

- A. Provide temporary fire protection.
 - 1. Provide adequate numbers and types of fire extinguishers.
 - 2. Store combustible materials in fire-safe containers in fire-safe locations.
 - 3. Prohibit smoking in hazardous fire-exposure areas.
 - 4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- B. Provide temporary barricades, warning signs, and lights to protect the public and construction personnel from construction hazards.
- C. Provide temporary environmental controls as required by authorities having jurisdiction including, but not limited to, erosion and sediment control, dust control, noise control, and pollution control.

END OF SECTION 01500

SECTION 01600 - PRODUCT REQUIREMENTS**PART 1 - GENERAL****1.1 SECTION REQUIREMENTS**

- A. Provide products of same kind from a single source. The term "product" includes the terms "material," "equipment," "system," and similar terms.
- B. Deliver, store, and handle products according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.
 - 1. Schedule delivery to minimize long-term storage and to prevent overcrowding construction spaces.
 - 2. Deliver in manufacturer's original sealed packaging with labels and written instructions for handling, storing, protecting, and installing.
 - 3. Inspect products at time of delivery for compliance with the Contract Documents and to ensure items are undamaged and properly protected.
 - 4. Store heavy items in a manner that will not endanger supporting construction.
 - 5. Store products subject to damage on platforms or pallets, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required.
- C. Product Substitutions: Reasonable and timely requests for substitutions will be considered. Substitutions include products and methods of construction differing from that required by the Contract Documents and proposed by Contractor after award of Contract.
 - 1. Submit Three (3) copies of each request for product substitution. Identify product to be replaced and provide complete documentation showing compliance of proposed substitution with applicable requirements. Include a full comparison with the specified product, a list of changes to other Work required to accommodate the substitution, and any proposed changes in Contract Sum or Contract Time should the substitution be accepted.
 - 2. Substitutions shall be equal to, in all respects, or exceed any specified product.
 - 3. Submit requests for product substitution in time to permit processing of request and subsequent Submittals, if any, sufficiently in advance of when materials are required in the Work. Do not submit unapproved substitutions on Shop Drawings or other submittals.
 - 4. Owner's Representative will review the proposed substitution and notify Contractor of its acceptance or rejection.

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
 - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
- B. Do not attach manufacturer's labels or trademarks, except for required nameplates, on surfaces exposed to view in occupied spaces or on the exterior.
- C. Select products as follows:
 - 1. Where only a single product or manufacturer is named, provide the item indicated. No substitutions will be permitted.
 - 2. Where two or more products or manufacturers are named, provide one of the items indicated. No substitutions will be permitted.
 - 3. Where products or manufacturers are specified by name, accompanied by the term "or equal," provide the named item or comply with provisions concerning "product substitutions" to obtain approval for use of an unnamed product or manufacturer.
 - 4. Where a product is described with required characteristics, with or without naming a brand or trademark, provide a product that complies with those characteristics and other Contract requirements.
 - 5. Where compliance with performance requirements is specified, provide products that comply and are recommended in writing by the manufacturer for the application.
 - 6. Where compliance with codes, regulations, or standards, is specified, select a product that complies with the codes, regulations, or standards referenced.
- D. Unless otherwise indicated, Owner's Representative will select color, pattern, and texture of each product from manufacturer's full range of options.

2.2 OWNER-FURNISHED PRODUCTS (Not Applicable)

PART 3 - QUALITY ASSURANCE

3.1 WARRANTIES

- 1. The Contractor shall warrant materials and workmanship for a period of one (1) year, dating from the issue of a signed WVDCH Letter of Final Acceptance by the Owner's Representative.
- 2. Manufacturer's warranties shall be documented by the Contractor. Refer to Section 01700.

END OF SECTION 01600

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 CLOSEOUT SUBMITTALS

- A. **Record Drawings:** Maintain a set of Contract Drawings as Record Drawings. Mark to show installation that varies from the Work originally shown.
- B. **Record Specifications:** Maintain one copy of the Project Manual, including addenda, as Record Specifications. Mark to show variations in Work performed in comparison with the text of the Specifications and modifications.
- C. **Operation and Maintenance Data:** Organize data into three-ring binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following:
 - 1. Emergency instructions.
 - 2. Spare parts list.
 - 3. Copies of warranties.
 - 4. Shop Drawings and Product Data.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, and plumb; substrates within installation tolerances; surfaces that are smooth, clean, and free of deleterious substances; and application conditions within environmental limits. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Prepare substrates and adjoining surfaces according to manufacturer's written instructions, including, but not limited to, filler and primer application.
- C. Where Drawings indicate dimensions of existing construction verify by field measurement. Where fabricated products are to be fitted to other construction verify dimensions by field measurement before fabricating and, when possible, allow for fitting and trimming during installation.

3.2 CUTTING AND PATCHING

- A. Do not cut structural members without prior written approval of Owner's Representative.
- B. For patching, provide materials whose installed performance will equal or surpass that of existing materials. For exposed surfaces, provide or finish materials to visually match existing adjacent surfaces to the fullest extent possible.

3.3 INSTALLATION

- A. Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned. Clean exposed surfaces and protect from damage. If applicable, prepare surfaces for field finishing.

3.4 FINAL CLEANING

- A. Clean each surface or item as follows before requesting inspection for certification of Substantial Completion:
 - 1. Remove labels that are not permanent.
 - 2. Clean transparent materials, including mirrors. Remove excess glazing compounds. Replace chipped or broken glass.
 - 3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Leave concrete floors broom clean.
 - 4. Clean the site. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.

3.5 CLOSEOUT PROCEDURES

- A. Request Substantial Completion inspection once the following are complete:
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Submit Record Drawings and Specifications, maintenance manuals, warranties, and similar record information.
 - 3. Deliver spare parts, extra materials, and similar items.
 - 4. Complete instruction of operation and maintenance personnel.
 - 5. Remove temporary facilities and controls.
 - 6. Complete final cleanup.
 - 7. Touch up, repair, and restore marred, exposed finishes.
- B. On receipt of a request for inspection, Owner's Representative will proceed with inspection or advise Contractor of unfilled requirements. Owner's Representative will prepare a WVDCH Letter of Certification after inspection or advise Contractor of items that must be completed or corrected before the Letter will be issued.
- C. Arrange for each installer of equipment that requires operation and maintenance to provide instruction to Owner's personnel. Include a detailed review of the following:

1. **Emergency operations and safety procedures.**
2. **Maintenance manuals.**
3. **Spare parts, tools, and materials.**
4. **Hazards.**
5. **Warranties and bonds.**

D. Request inspection for certification of final acceptance, once the following are complete:

1. **Submit a copy of the Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.**

E. Owner's Representative will re-inspect the Work on receipt of notice that the Work has been completed.

1. **On completion of re-inspection, Owner's Representative will prepare a WVDCH letter of final acceptance. If the Work is incomplete, Owner's Representative will advise Contractor of the Work that is incomplete or obligations that have not yet been fulfilled.**

END OF SECTION 01700

SECTION 01732 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Unless otherwise indicated, demolished materials become Contractor's property. Remove from Project site.
- B. Items indicated to be removed and salvaged remain Owner's property. Remove, clean, and deliver to Owner's designated storage area.
- C. Comply with EPA regulations and disposal regulations of authorities having jurisdiction.
- D. Conduct demolition without disrupting Owner's use of the building.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 DEMOLITION

- A. Conduct demolition operations and remove debris to prevent injury to people and damage to adjacent buildings and site improvements.
- B. Protect building structure or interior from weather and water leakage and damage.
- C. Protect remaining walls, statuary, railing, and exposed finishes.
- D. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
- E. Promptly patch and repair holes and damaged surfaces of building caused by demolition. Restore exposed finishes of patched areas and extend finish restoration into remaining adjoining construction.
- F. Promptly remove demolished materials from Owner's property and legally dispose of them. Do not burn demolished materials.

END OF SECTION 01732

SECTION 05520 - HANDRAILS AND RAILINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. The work shall include all labor, materials, equipment, special tools, and services to layout, fabricate, factory primer and topcoat, and install new metal railings at locations shown on the Drawings for the Base Bid and Add Alternate north and south gardens, as appropriate. Railings should be close, in appearance, to existing hand railing previously installed on the Cultural Center's Plaza Deck adjacent to the North and South Garden areas.
- B. As an Add Alternate, hot dip galvanize the metal railing assemblies prior to factory preparation, primer, and top coat installations

1.2 RELATED SECTIONS

- A. Sealants – Refer to Section 03300

1.3 REFERENCES

- A. The following codes and standards are hereby incorporated as part of the Project Specifications. These codes and standards, including all supplements, apply to all structural steel and miscellaneous metals work as if fully reproduced herein. Modifications in this Specification, when in conflict with the referenced codes and standards, shall take precedence over the referenced codes and standards.
 - 1. West Virginia Building Code.
 - 2. AISC Code of Standard Practice for Steel Buildings and Bridges, and including the Commentary on the Code of Standard Practice, 1986 Edition.
 - 3. AISC Specifications for Structural Steel Buildings, and including the Commentary of the AISC Specifications, 1989 Edition.
 - 4. American Welding Society (AWS) Structural Welding Code – Steel, 1990 Edition.
 - 5. ASTM A6 – General Requirement for delivery of Rolled Steel Plates, Shapes, Sheet Piling, and Bars for Structural Use.
 - 6. ASTM A123 – Zinc (Hot-Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars, and Strip.
 - 7. ASTM A153 – Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 - 8. ASTM A386 – Zinc Coating (Hot-Dip) on Assembled Steel Products.

1.4 SUBMITTALS

- A. Submit shop drawings of all miscellaneous metal items indicating fabrication, assembly, and erection detail, member sizes, fastenings, supports and anchors, clearances, coating, and all necessary connections to adjacent work.

1.5 QUALITY ASSURANCE

- A. All welds, welding operators, tackers, and inspectors, shall be fully qualified in accordance with the requirements of the American Welding Society (AWS) for the type of work they are to perform. Copies of Certification shall be submitted prior to performing that work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Material Storage: Protect miscellaneous metal and packaged materials from corrosion and deterioration. Store off ground and pitched to drain off water.
- B. Do not store materials on the structure in a manner that might cause distortion or damage to the members or supporting structure. Repair or replace damaged materials or structures as directed.

PART 2 - PRODUCTS

2.1 METALS

- A. Rolled Steel Plates, Shapes, and Bars: ASTM A 36 unless otherwise noted on drawings.
- B. Steel Pipe: ASTM A 53, Schedule 40, Type E or S, Grade B.
- C. Steel Tube: ASTM A 500, Grade B.
- D. Threaded Fasteners: ASTM A 325, High Strength, unless otherwise indicated. Provide hexagonal heads and nuts with washers.
- E. Galvanizing Repair Paint: ZRC Chemical Products Company "ZRC Cold Galvanizing Compound."
- F. Adhesive Anchors: HVA Adhesive Anchor System as manufactured by the HILTI Corporation. Anchors and hardware to be stainless steel unless otherwise noted.
- G. Expansion Anchors: Kwik Bolt II as manufactured by the HILTI Corporation. Anchors and hardware to be stainless steel unless otherwise noted.
- H. Pipe Rails: Steel pipe conforming to ASTM A 53, Schedule 40, Type E or S, Grade B

2.2 FABRICATION

- A. General:
 - 1. Fabricate items in accordance with this Specification, referenced codes and standards, Contract Drawings, and final shop drawings.

2. Assemble railing systems in shop to the greatest extent possible. Properly mark and match-mark materials for field assembly. Fabricate for delivery sequence which will expedite erection and minimize field handling of materials.
3. Form changes in direction of railing members by mitering at elbow bends.
4. Fabricate railing systems and handrails for connecting members by welding.
5. Provide manufacturer's standard wall brackets, flanges, miscellaneous fittings, and anchors to connect handrail and railing members to other construction.
6. Provide wall returns at ends of wall-mounted handrails.
7. Complete shop assembly, including connections and welding of units, before start of galvanizing operations.

B. Connections:

1. Provide welded shop connections unless otherwise shown.
2. Provide bolted field connections unless otherwise shown.
3. Provide A 325 high strength bolts unless otherwise noted.
4. Design all connections not shown on Drawings. Provide connections for the reaction due to the maximum uniform load which the member can support at its span shown in the AISC Steel Construction Manual for the specified beam yield strength.
5. Comply with AWS Code for procedures, appearance and quality of welds, and methods used in correcting welding work.
6. Welding: Contractor shall determine appropriate welding materials and procedures for the base metals used involved for all welding. Materials and Procedures to be in accordance with AWS requirements.

C. Fabricate railing assemblies to meet requirements of the West Virginia Building Code.

D. Surface Preparation: Prepare ferrous metal surfaces prior to galvanizing to comply with minimum requirements indicated below for Steel Structures Painting Council (SSPC) surface preparations and environmental exposure conditions of installed metal fabrications: SSPC-SP 6 "Commercial Blast Cleaning"

2.3 FINISHES

A. Galvanizing: All steel, threaded fasteners and associated hardware, handrails, guardrails, fence materials, and miscellaneous metal shall be hot-dipped galvanized, unless noted otherwise.

1. ASTM A 153 for galvanizing iron and steel hardware; cleaned and shop primed after galvanizing.
2. ASTM A 123 for galvanizing rolled, pressed and forged steel shapes, plates, bars and strips 1/8 inch thick and heavier; cleaned and shop primed after galvanizing.

3. ASTM A 385 and A 386 for galvanizing assembled steel products; cleaned and shop primed after galvanizing
- B. Painting: All steel, threaded fasteners and associated hardware, handrails, guardrails, fence materials, and miscellaneous metal shall be painted. Refer to Section 09910.

PART 3 - EXECUTION

3.1 PREPERATION

- A. Examine the areas and conditions under which miscellaneous work is to be installed and notify the Owner's Representative in writing of conditions detrimental to the proper and timely completion of the work.
- B. Field Measurements: Take field measurements prior to preparation of shop drawings.

3.2 INSTALLATION

- A. Comply with this Specification, referenced codes and standards, Contract Drawings, and final shop drawings.
- B. Fit exposed connections accurately together to form tight, hairline joints.
- C. Grind coating prior to field welding galvanized materials.
- D. Set handrails and railings accurately in location, alignment, and elevation and free from rack.
- E. Anchor posts in existing concrete by drilling holes to receive adhesive or expansion anchors per manufacturer's recommendations.
- F. Attach handrails to wall with wall brackets.

3.3 CLEANING AND FIELD TOUCHUP

- A. For Galvanized Surfaces: Clean bolted connections, any damaged, welded, or abraded areas by power wire brushing and apply two (2) coats of galvanizing repair paint. Leave ready for finish painting per Article 2.3 of this Section.

END OF SECTION 05520

SECTION 09910 - PAINTING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Summary: Paint all exposed surfaces, unless otherwise indicated.
- B. Submittals: Product Data and color Samples
- C. Obtain block fillers, primers, and undercoat materials for each coating system, if required, from the same manufacturer as the finish coats.
- D. Extra Materials: Deliver to Owner a 1-gal. container, properly labeled and sealed, of each color and type of finish coat paint used on Project.

PART 2 - PRODUCTS

2.1 PAINT

- A. PITT-TECH DTM Industrial Enamel, 90-474 Series, a product of PPG Industries, Inc., Architectural Coatings, One PPG Place, Pittsburgh, PA 15272, www.ppgpc.com
 - 1. Colors: As follows:
 - a. Color to match existing hand railing on Plaza Deck.
- B. Material Quality: Manufacturer's best-quality of coating types specified.
- C. Material Compatibility: Complete system of compatible components that is recommended by manufacturer for application indicated.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with paint manufacturer's written instructions for surface preparation, environmental and substrate conditions, product mixing, and application.

3.2 EXTERIOR PAINT APPLICATION SCHEDULE

A. Ferrous Metal: As follows:

1. Product is self priming. To be applied as follows:
 - a. Satin, 100% Acrylic Enamel: One (1) primer coat applied at fabricators.
 - b. Satin, 100% Acrylic Enamel: Two (1) finish coats applied following installation.

B. Zinc-Coated Metal (Add Alternate): As follows:

1. Product is self priming. To be applied as follows:
 - a. Satin, 100% Acrylic Enamel: One (1) primer coat applied at fabricators.
 - b. Satin, 100% Acrylic Enamel: Two (1) finish coats applied following installation.

END OF SECTION 09910

SECTION 05520 - HANDRAILS AND RAILINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. The work shall include all labor, materials, equipment, special tools, and services to layout, fabricate, factory primer and topcoat, and install new metal railings at locations shown on the Drawings for the Base Bid and Add Alternate north and south gardens, as appropriate. Railings should be close, in appearance, to existing hand railing previously installed on the Cultural Center's Plaza Deck adjacent to the North and South Garden areas.
- B. As an Add Alternate, hot dip galvanize the metal railing assemblies prior to factory preparation, primer, and top coat installations

1.2 RELATED SECTIONS

- A. Sealants – Refer to Section 03300

1.3 REFERENCES

- A. The following codes and standards are hereby incorporated as part of the Project Specifications. These codes and standards, including all supplements, apply to all structural steel and miscellaneous metals work as if fully reproduced herein. Modifications in this Specification, when in conflict with the referenced codes and standards, shall take precedence over the referenced codes and standards.

1. West Virginia Building Code.
2. AISC Code of Standard Practice for Steel Buildings and Bridges, and including the Commentary on the Code of Standard Practice, 1986 Edition.
3. AISC Specifications for Structural Steel Buildings, and including the Commentary of the AISC Specifications, 1989 Edition.
4. American Welding Society (AWS) Structural Welding Code – Steel, 1990 Edition.
5. ASTM A6 – General Requirement for delivery of Rolled Steel Plates, Shapes, Sheet Piling, and Bars for Structural Use.
6. ASTM A123 – Zinc (Hot-Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars, and Strip.
7. ASTM A153 – Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
8. ASTM A386 – Zinc Coating (Hot-Dip) on Assembled Steel Products.

1.4 SUBMITTALS

- A. Submit shop drawings of all miscellaneous metal items indicating fabrication, assembly, and erection detail, member sizes, fastenings, supports and anchors, clearances, coating, and all necessary connections to adjacent work.

1.5 QUALITY ASSURANCE

- A. All welds, welding operators, tackers, and inspectors, shall be fully qualified in accordance with the requirements of the American Welding Society (AWS) for the type of work they are to perform. Copies of Certification shall be submitted prior to performing that work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Material Storage: Protect miscellaneous metal and packaged materials from corrosion and deterioration. Store off ground and pitched to drain off water.
- B. Do not store materials on the structure in a manner that might cause distortion or damage to the members or supporting structure. Repair or replace damaged materials or structures as directed.

PART 2 - PRODUCTS

2.1 METALS

- A. Rolled Steel Plates, Shapes, and Bars: ASTM A 36 unless otherwise noted on drawings.
- B. Steel Pipe: ASTM A 53, Schedule 40, Type E or S, Grade B.
- C. Steel Tube: ASTM A 500, Grade B.
- D. Threaded Fasteners: ASTM A 325, High Strength, unless otherwise indicated. Provide hexagonal heads and nuts with washers.
- E. Galvanizing Repair Paint: ZRC Chemical Products Company "ZRC Cold Galvanizing Compound."
- F. Adhesive Anchors: HVA Adhesive Anchor System as manufactured by the HILTI Corporation. Anchors and hardware to be stainless steel unless otherwise noted.
- G. Expansion Anchors: Kwik Bolt II as manufactured by the HILTI Corporation. Anchors and hardware to be stainless steel unless otherwise noted.
- H. Pipe Rails: Steel pipe conforming to ASTM A 53, Schedule 40, Type E or S, Grade B

2.2 FABRICATION

- A. General:
 - 1. Fabricate items in accordance with this Specification, referenced codes and standards, Contract Drawings, and final shop drawings.

2. Assemble railing systems in shop to the greatest extent possible. Properly mark and match-mark materials for field assembly. Fabricate for delivery sequence which will expedite erection and minimize field handling of materials.
3. Form changes in direction of railing members by mitering at elbow bends.
4. Fabricate railing systems and handrails for connecting members by welding.
5. Provide manufacturer's standard wall brackets, flanges, miscellaneous fittings, and anchors to connect handrail and railing members to other construction.
6. Provide wall returns at ends of wall-mounted handrails.
7. Complete shop assembly, including connections and welding of units, before start of galvanizing operations.

B. Connections:

1. Provide welded shop connections unless otherwise shown.
2. Provide bolted field connections unless otherwise shown.
3. Provide A 325 high strength bolts unless otherwise noted.
4. Design all connections not shown on Drawings. Provide connections for the reaction due to the maximum uniform load which the member can support at its span shown in the AISC Steel Construction Manual for the specified beam yield strength.
5. Comply with AWS Code for procedures, appearance and quality of welds, and methods used in correcting welding work.
6. Welding: Contractor shall determine appropriate welding materials and procedures for the base metals used involved for all welding. Materials and Procedures to be in accordance with AWS requirements.

C. Fabricate railing assemblies to meet requirements of the West Virginia Building Code.

D. Surface Preparation: Prepare ferrous metal surfaces prior to galvanizing to comply with minimum requirements indicated below for Steel Structures Painting Council (SSPC) surface preparations and environmental exposure conditions of installed metal fabrications: SSPC-SP 6 "Commercial Blast Cleaning"

2.3 FINISHES

- A. Galvanizing: All steel, threaded fasteners and associated hardware, handrails, guardrails, fence materials, and miscellaneous metal shall be hot-dipped galvanized, unless noted otherwise.**
1. ASTM A 153 for galvanizing iron and steel hardware; cleaned and shop primed after galvanizing.
 2. ASTM A 123 for galvanizing rolled, pressed and forged steel shapes, plates, bars and strips 1/8 inch thick and heavier; cleaned and shop primed after galvanizing.

3. ASTM A 385 and A 386 for galvanizing assembled steel products; cleaned and shop primed after galvanizing
- B. Painting: All steel, threaded fasteners and associated hardware, handrails, guardrails, fence materials, and miscellaneous metal shall be painted. Refer to Section 09910.

PART 3 - EXECUTION

3.1 PREPERATION

- A. Examine the areas and conditions under which miscellaneous work is to be installed and notify the Owner's Representative in writing of conditions detrimental to the proper and timely completion of the work.
- B. Field Measurements: Take field measurements prior to preparation of shop drawings.

3.2 INSTALLATION

- A. Comply with this Specification, referenced codes and standards, Contract Drawings, and final shop drawings.
- B. Fit exposed connections accurately together to form tight, hairline joints.
- C. Grind coating prior to field welding galvanized materials.
- D. Set handrails and railings accurately in location, alignment, and elevation and free from rack.
- E. Anchor posts in existing concrete by drilling holes to receive adhesive or expansion anchors per manufacturer's recommendations.
- F. Attach handrails to wall with wall brackets.

3.3 CLEANING AND FIELD TOUCHUP

- A. For Galvanized Surfaces: Clean bolted connections, any damaged, welded, or abraded areas by power wire brushing and apply two (2) coats of galvanizing repair paint. Leave ready for finish painting per Article 2.3 of this Section.

END OF SECTION 05520

SECTION 09910 - PAINTING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Summary: Paint all exposed surfaces, unless otherwise indicated.
- B. Submittals: Product Data and color Samples
- C. Obtain block fillers, primers, and undercoat materials for each coating system, if required, from the same manufacturer as the finish coats.
- D. Extra Materials: Deliver to Owner a 1-gal. container, properly labeled and sealed, of each color and type of finish coat paint used on Project.

PART 2 - PRODUCTS

2.1 PAINT

- A. PITT-TECH DTM Industrial Enamel, 90-474 Series, a product of PPG Industries, Inc., Architectural Coatings, One PPG Place, Pittsburgh, PA 15272, www.ppgpc.com
 - 1. Colors: As follows:
 - a. Color to match existing hand railing on Plaza Deck.
- B. Material Quality: Manufacturer's best-quality of coating types specified.
- C. Material Compatibility: Complete system of compatible components that is recommended by manufacturer for application indicated.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with paint manufacturer's written instructions for surface preparation, environmental and substrate conditions, product mixing, and application.

3.2 EXTERIOR PAINT APPLICATION SCHEDULE

A. Ferrous Metal: As follows:

1. Product is self priming. To be applied as follows:
 - a. Satin, 100% Acrylic Enamel: One (1) primer coat applied at fabricators.
 - b. Satin, 100% Acrylic Enamel: Two (1) finish coats applied following installation.

B. Zinc-Coated Metal (Add Alternate): As follows:

1. Product is self priming. To be applied as follows:
 - a. Satin, 100% Acrylic Enamel: One (1) primer coat applied at fabricators.
 - b. Satin, 100% Acrylic Enamel: Two (1) finish coats applied following installation.

END OF SECTION 09910

**West Virginia Division of Culture and History
Request for Quotation
Fabrication and installation of Metal Hand Railing
In the North and South Gardens of the Cultural Center
Bid Return Sheet**

Base Bid:

Fabrication and Installation of Metal Hand Railing
(Labor, materials, and all associated expenses)

\$ 39,745.⁰⁰

Add Alternate:

Hot-Dip Galvanize metal products as described in
Specification. (refer to Section 05520)
(Labor, materials, and all associated expenses)

\$ N/A

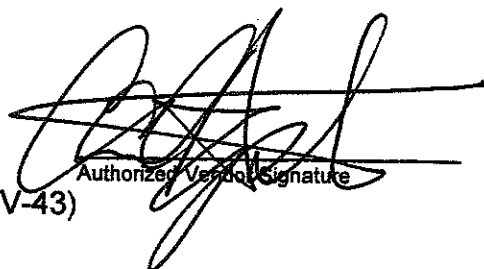
TOTAL PROJECT COST:

\$ 39,745.⁰⁰

Agsten Construction Co., Inc.
Carl Agsten, President

Vendor- Authorized Representative and Title

Attach to Signed Request for Quotation (Form WV-43)


Authorized Vendor Signature

Agency Purchasing
REQ. P. O. # DCH07069
Bond # 13439

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Agsten Construction Company, Inc.
of 110 Wyoming Street, Charleston, WV 25302, as Principal, and American Southern Insurance
Company of 7512 Slate Ridge Blvd., Reynoldsburg, OH 43068, a corporation organized and existing under the laws of the State of
Kansas with its principal office in the City of Atlanta, GA, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Two Thousand Four Hundred Twenty Five and No/100 2,475.00 for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
DCH07069 Remove Old Handrails, Install New Handrails at Cultural Center

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
13th day of June, 2007.

Principal Corporate Seal

Agsten Construction Company, Inc.

(Name of Principal)

By

(Must be President or
Vice President)

(Title)

Surety Corporate Seal

American Southern Insurance Company

(Name of Surety)

Attorney-in-Fact
Andrew C. Heaner

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

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 200 S.W. 30th Street
Topeka, Kansas 66611

Mailing Address: 3715 Northside Pkwy, NW
Bldg 400, Ste 800
Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; Jessica B. Gardiner of Loganville, Georgia; Mary F. Holland of Chamblee, Georgia; Donald H. Gibbs of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Katherine S. Grimsley of Tampa, Florida; Jeffery L. Booth of Parma, Ohio; James E. Feldner of West Lake Ohio; Cheryl L. Torrao of Canton, Georgia; Garry W. Black of Murfreesboro, Tennessee; Martha G. Ross of Charlotte, North Carolina; or David R. Brett of Columbia, South Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$850,000 (eight hundred fifty thousand dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

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

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 7th day of December, 2006.

Attest: 
Gail A. Lee, Secretary

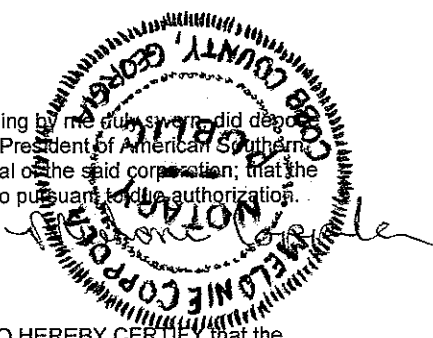
By: American Southern Insurance Company

Scott G. Thompson, President

STATE OF GEORGIA
SS:
COUNTY OF FULTON

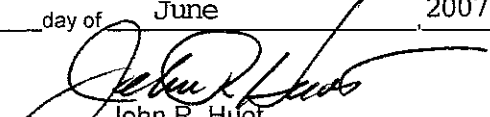
On this 7th day of December, 2006, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA
SS:
COUNTY OF FULTON
Melonie A. Coppola
Notary Public, State of Georgia
Qualified in Cobb County
Commission Expires May 17, 2010



I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 13th day of June, 2007


John R. Huot
Vice President

State of West Virginia
Offices of the Insurance Commissioner
Certificate of Authority

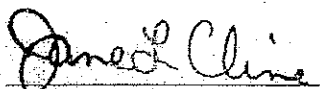
Whereas, AMERICAN SOUTHERN INSURANCE COMPANY domiciled in the State of Kansas has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

ARTICLE 1, SECTION 10(c) -- FIRE
ARTICLE 1, SECTION 10(d) -- MARINE
ARTICLE 1, SECTION 10(e) -- CASUALTY
ARTICLE 1, SECTION 10(f) (1) (2) & (3) -- SURETY

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2007, unless this license be sooner revoked. Pursuant to W. Va. Code 33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2006.


Jane L. Cline
Insurance Commissioner



WV File #0063

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

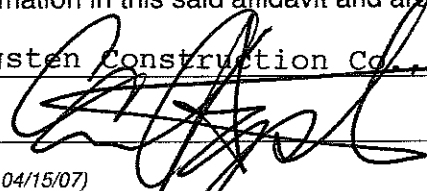
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a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

LICENSING: Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Agsten Construction Co., Inc.

Authorized Signature:  Date: 06/13/07