



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:
 GSD116467

PAGE:
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 KRISTA FERRELL
 304-558-2596

VENDOR

*521112252 304-585-7060
 HAZARDS EXCAVATING & TRUCKING
 PO BOX 398
 KIMBALL WV 24853

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 JOBSITE
 SEE SPECIFICATIONS
 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/2011				

BID OPENING DATE: 09/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO:		
				1.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST AND		
				2.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL RFQ (GSD116467)		
				EID OPENING DATE REMAINS: 09/29/2011		
				EID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 1 *****		
001	1	LS		968-32		90,560. ⁰⁰
				DEMOLITION OF 2018 WASHINGTON STREET EAST, CHAS, WV		

RECEIVED
 2011 SEP 29 PM 1:06
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-585-7060 DATE: 9/28/11

TITLE: President FEIN: 134229198 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 65016987

Date: 2018 Dec

9/8/2011

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>WV Dept of Admin - ASD</u>
Firm Address:	
Representative Attending:	<u>Bob Tepestrick, Michael Evans</u>
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>A. J. Smith, Inc. dba Capital Builders</u>
Firm Address:	<u>4008 5th Street Road Huntington WV 25701</u>
Representative Attending:	<u>Brenda Blawie</u>
Phone Number:	<u>304-697-5002</u>
Fax Number:	<u>304-697-5004 suddenlink.net</u>
Email Address:	<u>gocapitalbuild@sb</u>

Firm Name:	<u>DANIEL CONSTRUCTION</u>
Firm Address:	<u>Box 685 GAULEY BRIDGE, WV 25085</u>
Representative Attending:	<u>MIKE SIEMIAZKO</u>
Phone Number:	<u>304-632-1600</u>
Fax Number:	<u>304-632-1501</u>
Email Address:	<u>Pollockm@Hornmari.com</u>

Firm Name:	<u>HAZARD'S EXPANDED TRAINING</u>
Firm Address:	<u>P.O. Box 398 Kimball, WV 24853</u>
Representative Attending:	<u>STANLEY HAZARD, JR</u>
Phone Number:	<u>304-585-7060</u>
Fax Number:	<u>525-7062</u>
Email Address:	<u>Shazzard@citlink.net</u>

Firm Name:	<u>D. Carter Dba.</u>
Firm Address:	<u>P.O. Box 2916 Milton, WV, 25541</u>
Representative Attending:	<u>Kathy Carter</u>
Phone Number:	<u>304-743-1162</u>
Fax Number:	<u>304-743-7939</u>
Email Address:	<u>carterincwv@aol.com</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

East End Demolition Project
2019 Washington Street Demolition
RFQ GSD116467

Technical Questions Response:

Question#1: Does the house contain any asbestos ?

Answer #1: The property has been abated of asbestos and lead hazards. A hazardous material report is available to the successful contractor to submit as part of an EPA application.

Question#2: Does any of the paint contain lead ?

Answer#2: There is a hazardous material report which will be made available to the contractor.

Question#3: When the house is demolished can the basement floor slab remain in place, be broken up and back fill placed on top of it or will the slab have to be completely removed ?

Answer#3: The slab and foundation walls must be completely removed.

Question#4: Is there any asbestos, lead or hazardous materials on the above property or in the building structure itself?

Answer#4: See Question and Answer #1.

Question#5: Is there a test report for hazardous material for the structure located at 2019 Washington Street East? If so can you please issue a copy of that report to us?

Answer#5: See Question and Answer #1. Please note that the location is 2018 Washington Street.

Question#6: If the above is not known or available should we consider the building as containing hazardous material for disposal in an approved EPA landfill?

Answer#6: See Question and Answer #1.

Question#7: Please clarify the date of the bid opening? At the top of the document it states 09/29/2011 @ 1:30 PM and on page 10 it states 09/28/2011 @ 1:30 PM.

Answer#7: The correct bid opening date and time is **9/29/2011 @ 1:30PM.**

Question#8: Also this project states a completion date of 60 days. This project bids at the end of September which if a notice to proceed is issued immediately the project would have to be complete by the end of November. This project has Asphalt Paving which most plants close down sometime around November or December depending on the weather. How will this be handled if Asphalt plants shut down before the 60 days is up or if weather would hinder the backfill and compaction delaying the asphalt past the date that the plants shut down? It is conceivable that this could push the paving off till spring due to weather conditions in this area during fall?

Answer#8: The contract stipulation is 60 days from Notice to Proceed. The Agency has the responsibility to consider requests to extend the contract period if such requests are supported by documentation of the delays, i.e. weather and/or materials availability.

Question#9: The project calls for the payment of prevailing wage rates for Kanawha County. Is this project considered Building Wage Rates or Heavy Highway Wage Rates? Please clarify.

Answer#9: The Agency considers the project prevailing wage to be Building Wage Rates, though it is up to the successful Contractor to determine appropriate prevailing wage.



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<p>DEMOLITION OF 2018 WASHINGTON STREET EAST, CHAS, WV</p> <p>REQUEST FOR QUOTATION (RFQ) CONSTRUCTION</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR THE DEMOLITION OF THE ABANDONED RESIDENTIAL STRUCTURE LOCATED AT 2018 WASHINGTON STREET EAST IN CHARLESTON, WEST VIRGINIA AND THE CONSTRUCTION OF A PARKING LOT IN THE SPACE PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON SEPTEMBER 8, 2011 AT 10:00 IN THE CONFERENCE ROOM LOCATED AT 103 MICHIGAN AVENUE IN CHARELESTON, WEST VIRGINIA. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304/585-7060	DATE 9/28/11
TITLE <i>[Signature]</i>	FEIN 134229198	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS 09/15/2011 AT THE CLOSE OF BUSINESS (5:00 PM EST).</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THOSE MADE AT THE MANDATORY PRE-BID CONFERENCE. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFP SPECIFICATIONS BY AN OFFICIAL WRITTEN ADDENDUM BY PURCHASING IS BINDING.</p>						

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<p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASE.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>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.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG</p>						

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<p>RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>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.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT 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 BOND WILL ONLY BE ALLOWED FOR PROJECTS</p>						

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<p>UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPABLE 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> <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</p>						

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<p>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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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
GSD116467

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**KRISTA FERRELL
 304-558-2596**

RFQ COPY
 TYPE NAME/ADDRESS HERE

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HAZZARD'S EXCAVATING & TRUCKING CO.
 P. O. BOX 398
 KIMBALL, WV 24853

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DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 JOBSITE
 SEE SPECIFICATIONS

304-558-2317

DATE PRINTED 08/21/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **09/29/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 <i>[Signature]</i>.....</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304/585-7060	DATE 9/28/11
TITLE President	FEIN 134229198	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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Request for Quotation

RFQ NUMBER
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 P. O. BOX 398
 KIMBALL, WV 24853

DEPARTMENT OF ADMINISTRATION
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 SEE SPECIFICATIONS

304-558-2317

VENDOR

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/21/2011				

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>A. C. Hall</i>	304/585-7060	9/28/11	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
President	137229198		

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State of West Virginia
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Request for Quotation

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Hazzard's Excavating Trucking Co.</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV030128</i></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 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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <i>304/585-7060</i>	DATE <i>9/28/11</i>
TITLE <i>President</i>	FEIN <i>134229198</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
 Department of Administration
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Request for Quotation

RFQ NUMBER
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: KRISTA FERRELL-FILE 21 REQ. NO.: GSD116467 BID OPENING DATE: 09/28/2011 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>304/585-7062</u> ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <u>Victor Hazzard</u> -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Krista Ferrell</i>	TELEPHONE 304/585-7060	DATE 9/28/11
TITLE President	FEIN 134229198	ADDRESS CHANGES TO BE NOTED ABOVE

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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
GSD116467

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 304-558-2596**

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HAZZARD'S EXCAVATING & TRUCKING CO.
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DEPARTMENT OF ADMINISTRATION
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ GSD116467 ***** TOTAL:						<u>90,560.⁰⁰</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>A.C. H</i>	TELEPHONE 304/585-7060	DATE 9/28/11
TITLE President	FEIN 134229198	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
General Services Division
Capitol Campus

Project No. GSD 116467
2018 Washington Street
Building Demolition

REQUEST FOR QUOTATIONS #GSD116467

BUILDING DEMOLITION
2018 WASHINGTON STREET

Location: West Virginia State Capitol Campus
2018 Washington Street East
Charleston, West Virginia 25305

For: State of West Virginia
General Services Division
1900 Kanawha Blvd; East
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Buyer Supervisor
Purchasing Division
P. O. Box 50130
Charleston, West Virginia 25305-0130
Telephone: (304) 558-2596
Fax: (304) 558-4115
Krista.S.Ferrell@wv.gov

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to provide Building Demolition, soil replacement and parking lot construction at the site of an abandoned residential structure at 2018 Washington Street East, on the State Capitol Complex in Charleston, WV. This document is intended to supplement information provided in the standard "Request for Quotation" and "General Terms and Conditions" issued by the Purchasing Division for this project. Vendors should carefully review all documents.

State of West Virginia
General Services Division
Capitol Campus

Project No. GSD 116467
2018 Washington Street
Building Demolition

Mandatory Pre-Bid Meeting:

A mandatory pre-bid conference will be held on Thursday, September 8 2011, at 10:00 am. Contractors attending the meeting shall assemble in the ground floor conference room at 103 Michigan Avenue on the east side of the Capitol Campus. See Purchasing Division Request for Quotation for additional information.

Scope of Work:

The work consists of the demolition and removal of buildings, sidewalks, vegetation (including trees, stumps, roots, grass, shrubs, etc.), utilities, and other structures, replacement of soil with clean compacted material, and installation of asphalt and gravel paving as noted on the attached drawings. Work includes, but is not limited to, the demolition and removal of existing building including structure, footings, floor slabs, underground utilities; removing vegetation, roots and stumps as noted on the drawings; procuring, placing and compacting new clean fill to bring the sites to the grades indicated on the drawings, or within six (6)" inches of surrounding grades as noted; removal of existing topsoil and compaction of subgrades for acceptance of gravel and asphalt paving; installation and anchoring of wheel stops to mark spaces, where indicated, provide entries, curbs, paving and other related work as noted.

Within three (3) business days of issuance of the purchase order, submit a proposed schedule showing the commencement and completion dates for each proposed phase. The schedule shall be reviewed and approved by the Owner prior to commencement of the work. Coordinate the schedule around Owner's work requirements.

Furnish all materials, labor, and equipment necessary to complete all work as indicated by these specifications. Intent is that the completed work consists of fully completed parking areas integrated into the existing parking lot system. Furnish any incidental work, materials, labor and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.

Any equipment contracted for prior to receipt of the signed purchase order and written Notice to Proceed letter shall be at the Bidder's risk.

Documents:

This Request for Quotations also incorporates the attached documents:

1. The WV Purchasing Division "Request for Quotation" and "General Terms and Conditions".
2. Drawings:
 - 1- Washington Street – Demolition Plan
 - 2 – Washington Street – New Parking Layout
3. Specification Section 02221 – Building Demolition (6 pages)
4. Specification Section 02300 – Earthwork (7 pages)
5. Specification Section 02741 - Asphalt Paving (4 pages)
6. Bid Form

State of West Virginia
General Services Division
Capitol Campus

Project No. GSD 116467
2018 Washington Street
Building Demolition

Contract Period:

The Contract shall be substantially completed within **Sixty (60)** calendar days from the issuance of the written Notice to Proceed. In accordance with the West Virginia State Code 5A-3-4(8), vendor agrees that liquidated damages shall be imposed at the rate of \$250.00 per day for failure to complete the project within the contract period. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the vendor.

Reference Requirement:

The qualified contractor shall have completed at least three projects of a similar size and type. Bidders shall supply at least three references indicating their capabilities to perform such work. References shall include the name, location, ownership and use of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the demolition project.

Definitions:

- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, West Virginia shall be hereinafter called the "Owner".
- B. The vendor or service organization contracted by these specifications shall hereinafter be called the "Contractor".
- C. "The Contract", as herein stated, shall mean the agreement between the Owner and the Contractor to provide the services as herein specified.
- D. "Owners Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division.
- E. "Architect/Engineer", as stated in these Contract Documents shall refer to the General Services Division.

State of West Virginia
General Services Division
Capitol Campus

Project No. GSD 116467
2018 Washington Street
Building Demolition

Payment:

The Contractor shall submit two copies (one original and one copy) of current invoices once each month on AIA forms G702 and G703. Invoices shall be signed in blue ink. Deliver invoices to:

General Services Division
Attn: Business Manager
1900 Kanawha Blvd. East
Building 1, Room MB-68
Charleston, West Virginia 25305

Payments shall be made monthly based on the percentage of work completed. A ten percent (10%) retainage will be deducted until substantial completion of the contract. Progress payments shall not be made when the total value of the work performed since the last estimate amounts to less than Five Hundred (\$500.00) dollars.

Submit the proposed invoice to the General Services Division - Projects / Engineering Section for approval of format prior to submission of first invoice. All work shall be inspected and approved prior to payment.

Submit certified payrolls with each payment application.

Supplementary General Conditions:

1. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
2. The Contractor shall pay any applicable sales, use, or personal property taxes, arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.
3. Contractor shall be responsible for parts and materials as follows:
 - A. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
 - B. Contractor shall furnish a warranty of twelve (12) months for labor and materials.

State of West Virginia
General Services Division
Capitol Campus

Project No. GSD 116467
2018 Washington Street
Building Demolition

Bonds and Insurance:

Refer to Purchasing Division's 'Request for Quotation' for requirements on bonding; insurance; wage rates; "Foreign made aluminum, glass and steel in Public Works Projects", and other project requirements.

Submittals:

All submittals for this project shall be reviewed and approved by the General Services Division Architectural/Engineering Section.

Project Closeout:

1. Closeout documents, including marked-up shop drawings shall be submitted in bound format prior to final application payment.
2. Final cleanup shall be completed prior to final acceptance.
3. Submit As-Built Drawings and record documents.
4. Submit "Affidavit of Payment of Debts and Claims."

Final Inspection:

The Final Inspection will be conducted by a Project Manager from the General Services Division, Architectural / Engineering Section.

Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final Acceptance does not waive or release Contractor to conform with the Contract Documents.

The date of Substantial Completion shall be determined by the Architect/Engineer conducting the final inspection based on all work being complete for final acceptance or substantially complete to permit beneficial use by the Owner. Final payment shall not be made until all work is finally accepted.

Limits of Work

Work areas will be limited to those spaces required for access to the site and adjoining areas. Coordinate storage needs with the GSD Project Manager.

Owner and Agency facilities shall remain in use during this contract. Contractor shall work with the Project Manager, Parking Office and Protective Services to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to parking, Capitol work areas and other access.

Use of Facilities

No temporary utilities are available on the site. Most building utilities have already been terminated. Contractor shall verify prior to commencing demolition.

State of West Virginia
General Services Division
Capitol Campus

Project No. GSD 116467
2018 Washington Street
Building Demolition

Contractor Schedule:

Provide overall project schedule within twenty-four hours of Notice to Proceed.

Provide a final construction schedule indicating phases to be worked. Where coordination or disruption of existing parking may be required, provide at least one week's advance notice prior to conducting work in those areas. Adhere to schedule provided and coordinate with through Project Manager.

Waste Removal

Contractor to make arrangements for the collection and disposal of debris. Debris shall be removed on a daily basis.

Contractor Visitor Badges

Contractor work badges will not be required for this project.

Work Restrictions:

Work shall be generally performed inside the existing building during normal business working hours of 7:00 am to 7:00 pm, Monday through Friday, except state recognized holidays.

This is a non-smoking building: Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.

Where demolitions adjoin existing parking areas, coordinate relocation of parking to facilitate work. Coordinate with project manager and Parking Office to notify parking tenants. Protect remaining spaces from damage during demolition operations.

Parking

No parking is available on the project site. Parking in non-designated areas is not permitted. A limited number of spaces will be allocated for contractors vehicles near the project site. Parking for Contractor's personnel will be available in the designated contractor's parking area near Laidley Field. Provisions will be made for locating refuse dumpsters if required by the project.

With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work. Vehicles not necessary for conduct of work shall be removed from site within one-half hour.

Site Access

The site is available from 7:00 am to 7:00 pm. Extended work hours may be acceptable if approved by the Owner. This building is a semi-secure location. Access to the site shall be coordinated with the Owner

Codes:

All work is to be performed in compliance with applicable Federal and State codes including but

State of West Virginia
General Services Division
Capitol Campus

Project No. GSD 116467
2018 Washington Street
Building Demolition

not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

Safety:

Perform all work in compliance with applicable safety regulations. 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.

Notify Owner if suspected hazardous materials are encountered. Any areas requiring abatement will be provided by the GSD under separate contract.

Hot Work Permit:

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

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.

Warranty:

In addition to individual material warranties, Contractor shall warranty all work for a period of one year from the date of Substantial Completion.

SECTION 02221 - BUILDING DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of buildings
 - 2. Removing below-grade construction.
 - 3. Disconnecting, capping or sealing, and removing site utilities.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.4 SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Proposed Protection Measures: Submit informational report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, dust control and noise control. Indicate proposed locations and construction of barriers.
 - 1. Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain.
- C. Schedule of Building Demolition Activities: Indicate the following:
 - 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
 - 2. Temporary interruption of utility services.
 - 3. Shutoff and capping of utility services.
- D. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with local notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.
- C. Predemolition Conference: Conduct conference at Project site. Review methods and procedures related to building demolition including, but not limited to, the following:
 - 1. Inspect and discuss condition of construction to be demolished.
 - 2. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Review and finalize protection requirements.
 - 4. Review procedures for noise control and dust control.
 - 5. If applicable, review procedures for protection of adjacent structures and property.

1.6 PROJECT CONDITIONS

- A. Buildings to be demolished are vacated and their use discontinued before start of the Work.
- B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
 - 1. Provide not less than twenty-four (24) hours' notice of activities that will affect operations of adjacent occupied buildings.
 - 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings, state employees or the general public. Do not close or obstruct walkways, exits, or other facilities without prior written permission from project manager.
- C. Owner assumes no responsibility for buildings and structures to be demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
- E. Hazardous Materials: Hazardous materials were present in buildings and structures to be demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Asbestos containing Materials (ACM) were removed by the Owner before start of the Work.
 - 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Owner. Hazardous materials will be removed by Owner under a separate contract.

- F. On-site storage or sale of removed items or materials is not permitted.

1.7 COORDINATION

- A. If applicable, arrange demolition schedule so as not to interfere with operations of nearby occupied buildings.

PART 2 - PRODUCTS:

2.1 SOIL MATERIALS

- A. Satisfactory Soils: Comply with requirements in Division 2 Section "Earthwork."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.2 PREPARATION

- A. Refrigerant: Remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction before starting demolition.
- B. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.
 - 1. These utilities include but are not limited to water, sewer, gas and electrical services.
 - 2. Arrange to shut off indicated utilities with utility companies.
 - 3. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
 - 4. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
- C. Existing Utilities: Refer to Division 15 and 16 Sections for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

- D. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of demolition.

3.3 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.

- B. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.

1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.

- a. Provide at least [72] <Insert number> hours' notice to occupants of affected buildings if shutdown of service is required during changeover.

- C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Division 1 Section "Temporary Facilities and Controls."

1. Protect adjacent buildings and facilities from damage due to demolition activities.
2. Protect existing site improvements, appurtenances, and landscaping to remain.
3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.

- D. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.4 DEMOLITION, GENERAL

- A. General: Demolish indicated existing buildings completely. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 2. Maintain fire watch during and for at least four (4) hours after flame cutting operations.
 3. Maintain adequate ventilation when using cutting torches.
 4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Surveys: During demolition, perform surveys to detect hazards that may result from building demolition activities.
- C. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- D. Explosives: Use of explosives is not permitted.

3.5 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Demolish building in a controlled manner using hand methods or mechanical equipment. Uncontrolled collapse of the structure will not be permitted.
- B. Below-Grade Construction: Demolish foundation walls and other below-grade construction.
1. Remove below-grade construction, including basements, foundation walls, and footings, completely.
- C. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.
1. Piping: Disconnect piping at unions, flanges, valves, or fittings.
 2. Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.

3.6 DEMOLITION BY EXPLOSIVES – NOT PERMITTED

- A. Demolition by explosives is not permitted.

3.7 SITE RESTORATION

- A. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials according to backfill requirements in Division 2 Section "Earthwork."
- B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.8 REPAIRS

- A. Promptly repair damage caused by demolition operations.

3.9 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on roadways, adjacent surfaces and areas.
- B. Do not burn demolished materials.

3.10 CLEANING

- A. Clean adjacent areas, structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

END OF SECTION 02221

EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Preparing subgrades for pavements.
 2. Excavating and backfilling.
 3. Subbase and base course for gravel and asphalt paving.
- B. Related Sections include the following:
1. Section 02221 "Building Demolition"
 2. General Conditions

1.2 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
- B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.
- C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by project manager. Authorized additional excavation and replacement material will be paid for according to **unit prices**
 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by project manager. Unauthorized excavation, as well as remedial work directed by project manager, shall be without additional compensation.
- E. Fill: Soil materials used to raise existing grades.
- F. Structures: Buildings, footings, foundations, basements, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- G. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete walk.

- H. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- I. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.

1.4 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Project Manager. Provide temporary utility services if required.
 - 1. Notify Project Manager not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Project Manger's written permission.
 - 3. Contact utility-locator service for area where project is located before excavating.
- B. Demolish and completely remove from site abandoned underground utilities. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide soil materials when sufficient satisfactory soil materials are not available from site.
- B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:
1. Red: Electric.
 2. Yellow: Gas, oil, steam, and dangerous materials.
 3. Orange: Telephone and other communications.
 4. Blue: Water systems.
 5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by demolition, settlement, lateral movement, undermining, washout, and other hazards created by demolition and earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface.
- C. Protect and maintain erosion and sedimentation controls during demolition and earthwork operations.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
- C. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil

materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials, debris and rock, replace with satisfactory soil materials.
2. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
 - a. Intermittent drilling, ram hammering; or ripping of material not classified as rock excavation is earth excavation.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, and subgrades.

3.6 SUBGRADE INSPECTION

- A. If Project Manager determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
 2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons
 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by project manager, and replace with compacted backfill or fill as directed.
- C. If additional excavation and replacement material is authorized, this material will be paid for according to Contract provisions for changes in the Work with unit prices.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed project manager, without additional compensation.

3.7 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.8 BACKFILL

- A. Place and compact backfill in excavations promptly.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.9 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations using satisfactory soil material.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.10 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.11 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698
 - 1. Under structures and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at **95** percent.
 - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at **92** percent.
 - 3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at **85** percent.

3.12 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, or elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water towards streets and gutters and to prevent ponding. Finish subgrades to required elevations within a 1 inch tolerance.

3.13 SUBBASE AND BASE COURSES

- A. Place subbase and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase and base course under pavements and walks as follows:
 - 1. Place base course material over subbase course under hot-mix asphalt pavement.
 - 2. Shape subbase and base course to required elevations and cross-slope grades.
 - 3. Place subbase and base course 6 inches or less in compacted thickness in a single layer.
 - 4. Place subbase and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 5. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.14 FIELD QUALITY CONTROL

- A. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- B. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 2000 sq. ft. or less of paved area or building slab.
- C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.15 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrades for pavements.
 - 2. Excavating and backfilling.
 - 3. Subbase and base course for gravel and asphalt paving.
- B. Related Sections include the following:
 - 1. Section 02221 "Building Demolition"
 - 2. General Conditions

1.2 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
- B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.
- C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by project manager. Authorized additional excavation and replacement material will be paid for according to **unit prices**
 - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by project manager. Unauthorized excavation, as well as remedial work directed by project manager, shall be without additional compensation.
- E. Fill: Soil materials used to raise existing grades.
- F. Structures: Buildings, footings, foundations, basements, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- G. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete walk.

- H. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- I. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.

1.4 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Project Manager. Provide temporary utility services if required.
 - 1. Notify Project Manager not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Project Manger's written permission.
 - 3. Contact utility-locator service for area where project is located before excavating.
- B. Demolish and completely remove from site abandoned underground utilities. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide soil materials when sufficient satisfactory soil materials are not available from site.
- B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:
1. Red: Electric.
 2. Yellow: Gas, oil, steam, and dangerous materials.
 3. Orange: Telephone and other communications.
 4. Blue: Water systems.
 5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by demolition, settlement, lateral movement, undermining, washout, and other hazards created by demolition and earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface.
- C. Protect and maintain erosion and sedimentation controls during demolition and earthwork operations.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
- C. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil

materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials, debris and rock, replace with satisfactory soil materials.
2. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
 - a. Intermittent drilling, ram hammering; or ripping of material not classified as rock excavation is earth excavation.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, and subgrades.

3.6 SUBGRADE INSPECTION

- A. If Project Manager determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
 2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons
 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by project manager, and replace with compacted backfill or fill as directed.
- C. If additional excavation and replacement material is authorized, this material will be paid for according to Contract provisions for changes in the Work with unit prices.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed project manager, without additional compensation.

3.7 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.8 BACKFILL

- A. Place and compact backfill in excavations promptly.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.9 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations using satisfactory soil material.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.10 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.11 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698
 - 1. Under structures and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at **95** percent.
 - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at **92** percent.
 - 3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at **85** percent.

3.12 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, or elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water towards streets and gutters and to prevent ponding. Finish subgrades to required elevations within a 1 inch tolerance.

3.13 SUBBASE AND BASE COURSES

- A. Place subbase and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase and base course under pavements and walks as follows:
 - 1. Place base course material over subbase course under hot-mix asphalt pavement.
 - 2. Shape subbase and base course to required elevations and cross-slope grades.
 - 3. Place subbase and base course 6 inches or less in compacted thickness in a single layer.
 - 4. Place subbase and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 5. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.14 FIELD QUALITY CONTROL

- A. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- B. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 2000 sq. ft. or less of paved area or building slab.
- C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.15 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

SECTION 02741 - HOT-MIX ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes hot-mix asphalt paving.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
- B. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
- C. Material certificates.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer shall be and approved by the West Virginia Division of Highways for asphalt pavement.
- B. Regulatory Requirements: Comply with Standard Specification for Roads and Bridges of West Virginia Division of Highways for asphalt paving work.
- C. Asphalt-Paving Publication: Comply with AI MS-22, "Construction of Hot Mix Asphalt Pavements," unless more stringent requirements are indicated.

1.4 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp or if the following conditions are not met:
 - 1. Tack Coat: Minimum surface temperature of 60 deg F
 - 2. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 - 3. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials, 50 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel, or properly cured, crushed blast-furnace slag.
- B. Fine Aggregate: ASTM D 1073 sharp-edged natural sand or sand prepared from stone, gravel, properly cured blast-furnace slag, or combinations thereof.
- C. Mineral Filler: ASTM D 242, rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO MP 1, PG 64-22.
- B. Tack Coat: ASTM D 977, emulsified asphalt or ASTM D 2397, cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.

2.3 AUXILIARY MATERIALS

Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with FS TT-P-115 or Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, with drying time of less than 45 minutes.

- 1. Color: White
- B. Wheel Stops: Precast, air-entrained concrete, 2500-psi minimum compressive strength, 4-1/2 inches high by 9 inches wide by 72 inches long. Provide chamfered corners and drainage slots on underside and holes for anchoring to substrate.
 - 1. Dowels: Galvanized steel, 3/4-inch diameter, 10-inch minimum length.

2.4 MIXES

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes complying with West Virginia Division of Highways Standard Specification Section 401.4 requirements.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

- A. Proof-roll subbase using heavy, pneumatic-tired rollers to locate areas that are unstable or that require further compaction.
- B. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.).
1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.2 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
1. Spread mix at minimum temperature of 250 deg F
 2. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.3 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density: Average Density of 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

- F. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.4 INSTALLATION TOLERANCES

- A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/2 inch
 - 2. Surface Course: Plus 1/4 inch no minus.
- B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch
 - 2. Surface Course: 1/8 inch

3.5 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified.
- B. Allow paving to age for 30 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

3.6 WHEEL STOPS

- A. Securely attach wheel stops into pavement with not less than two galvanized steel dowels embedded at one-quarter to one-third points. Securely install dowels into pavement and bond to wheel stop. Recess head of dowel beneath top of wheel stop.

3.7 FIELD QUALITY CONTROL

- A. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

END OF SECTION 02741

**REQUEST FOR QUOTATIONS #GSD116467
BUILDING DEMOLITION
2018 WASHINGTON STREET**

BID FORM

Harzard's Excavating & Trucking Co.
NAME OF BIDDER

P.O. Box 398 Kimball WV 24853
ADDRESS OF BIDDER

304/585-7060
PHONE NUMBER

~~shazzard@citlink.net~~ shazzard@citlink.net
EMAIL ADDRESS

WV030128
WV CONTRACTOR'S LICENSE NUMBER

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

BASE BID: All labor, materials and equipment as stipulated in the Bidding Documents.

BASE BID AMOUNT for demolition of the residential structure at 2018 Washington Street East and parking lot construction:

Ninety Five Thousand Five Hundred Sixty / No Cents
(\$ 90,560.⁰⁰)

(Total to be written in figures and words.)

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within Sixty (60) consecutive calendar days following receipt of the OWNER'S written notice to proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the OWNER liquidated damages in the amount of \$250.00 per day.

No work shall be performed prior to issuance of a signed Purchase Order and Notice to Proceed letter. Any materials contracted for prior to the issuance of the OWNER'S written Notice to Proceed shall be at the Bidder's risk.

RESPECTFULLY SUBMITTED:

DATE: 9/28/11

WV VENDOR NUMBER: 134229199

BY: 
(Signature in ink)

TITLE: President

FIRM NAME: Harman's Exc. & Trucking Co

ADDRESS: P.O. Box 398 Kimball, WV 24853

References:

Reference Name: Teddy Bear Enterprises
Position: Superintendent / Foreman
Address: P.O. Box 495 Kimball, WV 24853
Telephone Number: 304/585-7060
Project Name: Bottom Creek Demo
Project Description: Demo - structures

Reference Name: Rucker Construction
Position: Super James Rucker / Superintendent
Address: 101 Ivy Ridge Princeton, WV 24901
Telephone Number: 304/925-6821
Project Name: Ivy Ridge
Project Description: Demo multi-structures

Reference Name: City of Kimball
Position: Mayor DeLoach
Address: 1 main St. Kimball, Kimball, WV 24853
Telephone Number: 304/585-7011
Project Name: Sidewalks Kimball
Project Description: Sidewalk installation

BID BOND

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

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

NOW THEREFORE,

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

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

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
_____ day of _____, 20____.

Principal Corporate Seal

(Name of Principal)

By _____

(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

**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.**

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper
right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid
bond is 5% of total bid. You may state
"5% of bid" or a specific amount on
this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice
President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the
Surety

NOTE: Dated, Power of Attorney with Raised
Surety Seal must accompany this bid
bond.

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

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

NOW THEREFORE.

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

The Surety for value received, hereby stipulates and agrees that the
obligations of said Surety and its bond shall be in no way impaired or affected by
any extension of time within which the Oblige 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 hereto and these presents to be signed by their proper officers,
this (N) day of (O), 20 (P).

Principal Corporate Seal

(R)

(Q)
(Name of Principal)
By (S)
(Must be President or
Vice President)
(T)
Title

(U)
Surety Corporate Seal

(V)
(Name of Surety)

(W)
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to
transact surety insurance. Raised Corporate Seals must be affixed and a Power of
Attorney must be attached.



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

STATE OF WV

COUNTY OF Mason, TO-WIT:

I, Samuel C. Howard, Jr., after being first duly sworn, depose and state as follows:

- 1. I am an employee of Howard's Exc. & Trucking Co.; and,
(Company Name)
- 2. I do hereby attest that Howard's Exc. & Trucking Co.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

Howard's Exc. & Trucking Co.
(Company Name)

By: Samuel C. Howard, Jr.

Title: President

Date: 9/29/11

Taken, subscribed and sworn to before me this 29th day of September, 2011

By Commission expires February 10, 2019



Leah M. Goodson
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

GSD116467

RFQ No. _____

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 owed 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Hazzard's Exc. & Trucking Co

Authorized Signature: [Signature] Date: 9/29/11

State of West Virginia

County of Mingo, to-wit:

Taken, subscribed, and sworn to before me this 29th day of September, 2011.

My Commission expires February 10, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC Leah M. Goodson



BID BOND

PO NO.: GSD116467
 AGENCY: Dept. of Administration- General Services Div.
 VENDOR: Hazzard Excavating & Trucking
 ADDRESS: PO Box 398
Kimball, WV 24853
 AMOUNT OF CHECK: CK# 4672599
 ANTICIPATED COMPLETION DATE: FEIN#134229198
 BUYER: Krista Ferrell DATE: 9/29/11



THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. ABSENCE OF THIS FEATURE WILL INDICATE A COPY.



Official Check

5-709
110

4672599

DATE: 9/29/2011

To the Order Of STATE OF WEST VIRGINIA PURCHASING

\$ ***\$4,628.00

Pay ***Four Thousand Six Hundred Twenty Eight Dollars and No Cents*****

REMITTER: HAZZARD EXCAVATING & TRUCKING COMPANY

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476 MINNEAPOLIS MN 55480
DRAWEE: THE BANK OF NEW YORK MELLON, EVERETT MA

Teller#: 0023
Branch#: 032

Jennifer Simola
Authorized Signature