



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

General Information Contact Default Values Discount Document Information

Procurement Folder: 167534

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0432

Vendor ID: 000000205731 

SO Doc ID: DCH1600000005

Legal Name: WALTERS CONSTRUCTION, INC.

Published Date: 3/7/16

Alias/DBA:

Close Date: 3/15/16

Total Bid: \$49,400.00

Close Time: 13:30

Response Date: 03/15/2016 

Status: Closed

Response Time: 11:42

Solicitation Description: Addendum No 2 Access Ramp at Grave Crk Museum, Moundsville

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 167534

Solicitation Description : Addendum No 2 Access Ramp at Grave Crk Museum, Moundsville

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2016-03-15 13:30:00	SR 0432 ESR03151600000004242	1

VENDOR

000000205731

WALTERS CONSTRUCTION, INC.

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X FEIN # DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Exhibit Access Ramp at Grave Creek.				\$49,400.00

Comm Code	Manufacturer	Specification	Model #
72152705			

Extended Description :	Exhibit Access Ramp at Grave Creek.
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Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 167534

Doc Description: Access Ramp at Grave Creek Museum, Moundsville, WV

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-02-04	2016-03-15 13:30:00	CRFQ 0432 DCH1600000005	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Walters Construction, Inc.
 600 Fulton Street
 Wheeling, WV 26003
 (304) 233-1121

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X

FEIN #

DATE

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

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Purchasing Division for the agency, The West Virginia Division of Cultural and History is soliciting quotations for a construction contract to provide a new carpeted access ramp with a Glass Handrail system in the Exhibit Area of the Delft Norona Museum at the Grave Creek Complex located at 801 Jefferson Ave. Moundsville, WV. Per the attached documentation.

INVOICE TO		SHIP TO	
RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV25305-0300 US		RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY GRAVE CREEK ARCHEOLOGY COMPLEX 801 JEFFERSON AVE PO BOX 527 MOUNDSVILLE WV 26041 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Exhibit Access Ramp at Grave Creek.				

Comm Code	Manufacturer	Specification	Model #
72152705			

Extended Description :

Exhibit Access Ramp at Grave Creek.

DCH160000005	Document Phase Draft	Document Description Access Ramp at Grave Creek Museum, Moundsville, WV	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

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

Question Submission Deadline: March 4th, 2016 at 9:00 AM. EST.

Submit Questions to: Michelle Childers
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Michelle.L.Childers@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

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

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

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

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

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)
 Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: March 15th, 2016 at 1:30 PM. EST.

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

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to

include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

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

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

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

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

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

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

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

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

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

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

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ Ninety (90) calendar days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

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

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

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100 % of contract bid amount. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$ 1,000,000.00
_____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

West Virginia Workers Compensation Insurance

Automobile Liability: \$500,000.00

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

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

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

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

Five Hundred Dollars (\$ 500.00) per calendar Day

for _____ each calendar day beyond the ninety (90) calendar days allowed.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

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

23. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

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

28. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

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

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

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

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

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

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Walters Construction, Inc.

Contractor's License No. WV-000166

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

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

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

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

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

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

5. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.

- a. Required Information. The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
- b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

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

Section 00100 – Instructions to Vendors'

In the event that any information contained in this (or any other) Section of the Project Manual is in conflict with West Virginia State Law and/or Purchasing Division rules, policies, and procedures, the State's law, rules, policies and procedures prevail.

1.01 Summary

- A. The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia Division of Culture and History is soliciting quotations to provide **a new carpeted access ramp with a Glass Handrail system in the Exhibit Area of the Delft Norona Museum at the Grave Creek Complex located at 801 Jefferson Ave. Moundsville, 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. Bidders shall carefully review all documents.

B. Project Description

The project consists of the following:

1. Furnish all labor, material, tools, equipment, transportation, and services for the installation of a carpeted access ramp with a Glass Handrail system, a Handrail installed on the existing wall, and a dry wall panel in the Exhibit Area, Room # 200, Level Two, Delft Norona Museum, Grave Creek Archeological Complex; located at 801 Jefferson Ave., Moundsville, West Virginia
2. All related work as shown and specified in the Project Manuel.

1.02 Definitions

- A. Addenda are written or graphic instruments issued by the Purchasing Division prior to execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- B. A Bid is a complete and properly executed quotation to do the work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- C. The Base Bid is the sum stated in the Bid Form for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- D. A Unit Price is an amount stated in the Bid Form as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents. Unit prices shall be used solely for the formulation of any change orders subsequently requested for the awarded contract.
- E. A Vendor is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- F. A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

1.03 Bidding Documents

- A. Bidding Documents include the Project Manual, Drawings, plus all Addenda, the Request for Quotation, as issued by the State Purchasing Division; the Conditions of the Contract. Vendors shall use complete sets of Bidding Documents in preparing Bids: the Owner assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

1.04 Vendor's Representations

- A. By submitting a Bid, the Vendor represents that:

1. The Vendor and all subcontractors the Vendor intends to use have carefully and thoroughly reviewed the Bidding Documents and have found them complete and free from ambiguities and sufficient for the purpose intended.
2. The Vendor has visited the site, and is fully acquainted with all conditions which will affect the performance of the Contract including provisions for delivery, rigging, storage and other requirements. The contractor's bid shall be presumed to be based upon such examination.
3. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
4. The Vendor and all workers, employees and subcontractors the Vendor intends to use are skilled and experienced in the type of construction represented by the Bidding Documents.
5. The Bid is based solely upon the Bidding Documents, including properly issued written addenda, and not upon any other written representation.
6. Neither the Vendor nor any of the Vendor's employees, agents, intended suppliers or subcontractors have relied upon any verbal representatives from the Owner, or the Owner's employees or agents including architects, engineers or consultants, in assembling the Bid figure.

1.06 List of Proposed Subcontractor and Equipment/Material Suppliers

- A. The Successful Vendor shall submit a listing of **all** subcontractors and **all** major equipment/material suppliers (along with the contractor's license number for each subcontractor as required by the "West Virginia Contractor Licensing Act") proposed for each major branch of work, to the Owner within ten (10) business days of award of the Contract. Only one subcontractor or equipment/material supplier may be listed for each area of work. The Owner strongly prefers the use of the "List of Proposed Subcontractors and Equipment Suppliers" provided in the Project Manual.
- B. In addition, the Successful vendor, thereafter known as the Contractor, maybe requested within thirty (30) calendar days after award of contract to furnish to the Owner or Architect a more

detailed and complete list of the materials and equipment, together with the product manufacturer's name and catalog number and catalog cut or illustration thereof.

- C. Should it develop that any of the equipment or materials named do not meet the requirements and intent of the Contract Documents, the Vendor shall be required to furnish to the Owner other materials or equipment fully complying with the specifications at no change in contract price. Preliminary review and acceptance of the listing provided shall not relieve the Contractor from furnishing equipment and materials in complete accordance with the specifications.

1.07 Contract Time

- A. Final completion date shall be Ninety (90) from the Owner's issuance of the letter of Notice to Proceed.
- B. The Successful Bidder, as a condition of the Contract, agrees that all Work is to be Substantially Complete thirty (30) calendar days prior to the Final Completion Date established by the Request for Quotation and the issuance of the Notice to Proceed.

1.08 Basis of Design

- A. All references in the Project Manual and Drawings to brand or manufacturer specific items are included only to establish a quality level for materials, products or equipment provided to fulfill the Contract, and thus should be considered to be followed by the words, "or Equal".

1.10 Award of Contract

- A. The Vendor will note that Bid consists of the Base Bid alone which will form the contract as a whole.
- B. The Contract shall be deemed as having been awarded only upon execution of the approved, signed purchase order by the State Purchasing Division.
- C. Vendor's who wish to respond to a Centralized Request for Quotation online may submit information through the State's wvOASIS, Vendor Self Services (VSS). Vendors should download the "Bid Form" that is attached separately to the CRFQ and published to the VSS.

Vendors must complete the Bid Form with their price information and include it as an attachment to their online response.

If unable to respond online you must submit the Bid Form with your bid prior to the bid opening date.

END OF DOCUMENT 00100



PROJECT MANUAL

NEW EXHIBIT ACCESS RAMP

GRAVE CREEK ARCHEOLOGICAL COMPLEX
801 JEFFERSON AVENUE
MOUNDSVILLE, WEST VIRGINIA 26041

Dated November 3, 2015

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New Exhibit Access Ramp
Grave Creek Archeological Complex, Moundsville, WV

DIVISION 1- GENERAL SUMMARY

SECTION 01200 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 ALLOWANCES (Not Applicable)

1.2 BASE BID

- A. A Base Bid is an amount proposed by bidder for certain work that is described in the Bidding Documents.
- B. Indicate on the WVOASIS Pricing Section the amount of the Base Bid. And the EXHIBIT "A" Price Sheet Attached to the Solicitation.

1.3 CONTRACT AWARD

- A. The Contract Award for the work is arrived at following a review of the Base Bid submitted by the lowest qualified bidder In the Vendor's 's submitted WVOASIS Pricing Section. The Contract Sum is the Owner accepted Base Bid (SEE 1.2 BASE BID above)

1.4 UNIT PRICES (Not Applicable)

1.5 CONTRACT MODIFICATION PROCEDURES

- A. On Owner's approval of a proposal from Vendor, The Vendor will issue a Change Order request on the Firm's Letterhead signed by an Authorized Representative of the Firm; including a justification, for all changes to Contract Sum or Contract Time. Change Orders must be processed by the Agency and submitted to and approved by the West Virginia Purchasing Division.
- B. When Owner and Vendor disagree on the terms of a proposal, Owner's Representative may issue a Construction Change Directive on Agency Letterhead, instructing Vendor to proceed with the change. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to Contract Sum or Contract Time. Owner

1.6 PAYMENT PROCEDURES

- A. Submit a Schedule of Values at least 10 days before the first Application for Payment or Vendor's Invoice. In Schedule of Values, break down Contract Sum into at least one line item for each Specification Section. Correlate the Schedule of Values with Vendor's Construction Schedule.
- B. Submit 2 copies of each application for payment or Vendor's Invoice, according to the schedule established in Owner/Contractor Agreement.
 - 1. For the second Application for Payment through the Application for Payment submitted at Substantial Completion, submit partial releases of liens from each subcontractor or supplier for whom amounts were requisitioned in the previous Application for Payment.

New Exhibit Access Ramp
Grave Creek Archeological Complex, Moundsville, WV

2. Submit final Application for Payment after completion of Project closeout procedures with release of liens and supporting documentation. Include consent of surety to final payment and insurance certificates.

PART 2- PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

DIVISION 1 – GENERAL SUMMARY

SECTION 01300 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Vendor shall carefully review Project Manual and any Manufacturer Installation information to have a complete understanding of all requirements and obligations.
- B. Conduct a Conditions Survey, in the field, before laying out the Work.
- C. Coordinate construction to ensure efficient and orderly execution of each part of the Work.

1.2 CONSTRUCTION SCHEDULE

- A. Notify Owner's Representative and Site Manager, in writing, of anticipated start and end dates. This may be electronically transmitted via e-mail
- B. Vendor will be issued a Notice to Proceed and will have **Ninety (90)** calendar days to complete the Work.

1.3 SUBMITTAL PROCEDURES

- A. Coordinate submittal preparation with construction schedule, fabrication lead-times, other submittals, and activities that require sequential operations.
 - 1. No extension of Contract Time will be authorized due to failure to transmit submittals in time to permit processing sufficiently in advance of when materials are required in the Work.
 - 2. Owner's Representative will not accept submittals from sources other than Vendor.
- B. Vendor shall submit product cut sheet and or other information to Owner's Representative for approval. Submittals may be submitted electronically.
- C. Coordinate each submittal with other submittals and with work that does not require submittals.
- D. Product Data: Mark each copy to show applicable choices and options.
- E. Owners Representative will review each submittal, mark as appropriate to indicate action taken, and return copies less those retained. Submittals may be returned to Vendor electronically. Compliance with specified requirements remains Vendor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

DIVISION 1- GENERAL REQUIREMENTS

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 TEMPORARY UTILITIES

- A. Provide temporary utility services, if required, to existing facilities during interruptions of permanent utilities. Arrange for and coordinate utility services with local utility companies.
 - 1. Owner will pay use charges for temporary utilities.
- B. Provide temporary heat for curing or drying of work, and for protection of existing and new construction from adverse effects of low temperatures. Use of gasoline-burning heaters and open-flame heaters is not permitted.

3.2 CONSTRUCTION FACILITIES

- A. Provide support facilities, as necessary for efficient prosecution of the Work.
 - 1. Temporary facilities located within the construction area or within 30 feet of building lines, if required by Vendor shall be of noncombustible construction.
- B. Use sanitary facilities designated by Site Manager. Vendor shall clean and maintain designated sanitary facility at the close of each day to the standards of Site Manager.

New Exhibit Access Ramp
Grave Creek Archeological Complex, Moundsville, WV

- C. Do not install project identification and other signs other than those required for OSHA and related safety requirements. (Refer below to 3.3 TEMPORARY CONTROLS, B.)
- D. Collect waste daily and, when containers are full, legally dispose of waste off-site.
 - 1. Handle hazardous, dangerous, or unsanitary waste materials in separate closed waste containers. Dispose of material according to applicable laws and regulations.

3.3 TEMPORARY CONTROLS

- A. Provide temporary fire protection until permanent systems supply fire-protection needs.
 - 1. Provide adequate numbers and types of fire extinguishers.
 - 2. Store combustible materials in fire-safe containers in fire-safe locations.
 - 3. Prohibit smoking in hazardous fire-exposure areas.
 - 4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition. Maintain a thirty (30) minute fire watch following operations.
- B. Provide temporary barricades, warning signs, and lights to protect the public and construction personnel from construction hazards as required..
- C. Provide temporary environmental controls as required by authorities having jurisdiction including, but not limited to, dust control, noise control, and pollution control.

END OF SECTION 01500

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

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

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
 - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.

New Exhibit Access Ramp
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- B. Do not attach manufacturer's labels or trademarks, except for required nameplates, on surfaces exposed to view in occupied spaces or on the exterior.
- C. Select products as follows:
 - 1. Where products or manufacturers are specified by name, accompanied by the term "or equal," provide the named item or comply with provisions concerning "product substitutions" to obtain approval for use of an unnamed product or manufacturer.
 - 2. Where a product is described with required characteristics, with or without naming a brand or trademark, provide a product that complies with those characteristics and other Contract requirements.
 - 3. Where compliance with performance requirements is specified, provide products that comply and are recommended in writing by the manufacturer for the application.
 - 4. Where compliance with codes, regulations, or standards, is specified, select a product that complies with the codes, regulations, or standards referenced.
- D. Unless otherwise indicated, Owner's Representative will select color, pattern, and texture of each product from manufacturer's full range of options.

2.2 OWNER-FURNISHED PRODUCTS (Not Applicable)

EXECUTION (Not Applicable)

END OF SECTION 01600

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 CLOSEOUT SUBMITTALS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

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

3.2 CUTTING AND PATCHING

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

3.3 INSTALLATION

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- A. Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned. Clean exposed surfaces and protect from damage. If applicable, prepare surfaces for field finishing.
- B. Comply with NFPA 70 for installation of electrically operated equipment and electrical components and materials.

3.4 FINAL CLEANING

- A. Clean each surface or item as follows before requesting inspection for certification of Substantial Completion:
 - 1. Remove labels that are not permanent.
 - 2. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Leave concrete floors broom clean.
 - 3. Clean the site. Sweep paved areas; remove stains, spills, and foreign deposits.

3.5 CLOSEOUT PROCEDURES

- A. Request Substantial Completion inspection once the following are complete:
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Submit Record Specifications, maintenance manuals, warranties, and similar record information.
 - 3. Deliver spare parts, extra materials, and similar items.
 - 4. Complete instruction of operation and maintenance personnel.
 - 5. Remove temporary facilities and controls.
 - 6. Complete final cleanup.
 - 7. Touch up, repair, and restore marred, exposed finishes.
 - 8. Obtain final inspections from authorities having jurisdiction.
 - 9. Obtain an Agency Certificate of Final Acceptance.
- B. On receipt of a request for inspection, Owner's Representative will proceed with inspection or advise Vendor of unfilled requirements. Owner's Representative will prepare an Agency Certificate of Final Acceptance after inspection or advise Vendor of items that must be completed or corrected before the certificate will be issued.
- C. Arrange for each installer of equipment that requires operation and maintenance to provide instruction to Owner's personnel. Include a detailed review of the following:
 - 1. Maintenance manuals.
 - 2. Spare parts, tools, and materials.
 - 3. Identification systems.
 - 4. Hazards.
 - 5. Warranties and bonds.
- D. Request inspection for certification of final acceptance, once the following are complete:
 - 1. Submit a copy of the Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
- E. Owner's Representative will reinspect the Work on receipt of notice that the Work has been completed.
 - 1. On completion of re-inspection, Owner's Representative will prepare a certificate of final acceptance. If the Work is incomplete, Owner's Representative will advise Vendor of the Work that is incomplete or obligations that have not yet been fulfilled.

END OF SECTION 01700

New Exhibit Access Ramp
Grave Creek Archeological Complex, Moundsville, WV

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01732 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 DEMOLITION

- A. Maintain and protect existing utilities to remain in service before proceeding with demolition, providing bypass connections to other parts of the building.
- B. Conduct demolition operations and remove debris to prevent injury to people and damage to adjacent buildings and site improvements.
- C. Provide and maintain shoring, bracing, or structural support to preserve building stability and prevent movement, settlement, or collapse.
- D. Protect building structure or interior from weather and water leakage and damage.
- E. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
- F. Promptly patch and repair holes and damaged surfaces of building caused by demolition. Restore exposed finishes of patched areas and extend finish restoration into remaining adjoining construction.
- G. Promptly remove demolished materials from Owner's property and legally dispose of them. Do not burn demolished materials.

END OF SECTION 01732

DIVISION 5 - METALS

SECTION 05400 - COLD-FORMED METAL FRAMING

PART 1- GENERAL

1.1 SECTION REQUIREMENTS

- A. Comply with AWS D1.1, "Structural Welding Code--Steel," and AWS D1.3, "Structural Welding Code--Sheet Steel."
- B. Protect cold-formed metal framing from corrosion and other damage during delivery, storage, and handling.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Galvanized Steel Sheet: ASTM A 653/A 653M, G60 zinc coated; structural steel
 - 1. Steel Studs and Track:
 - a. 16 Gauge (0.0625")
 - b. 18 Gauge (0.0500")
 - 2. 6" x 9" Steel Gusset:
 - a. 16 Gauge (0.0625")
 - 3. Steel Strapping:
 - a. 18 Gauge (0.0500")

2.2 ACCESSORIES

- A. Anchor Bolts and Studs:
 - 1. Carbon Steel Expansion Anchors: ½" x 3-¾", similar in style to KWIK Bolt TZ Expansion Anchor (or Equal)
 - a. Carbon Steel Anchor Components to be Zinc plated for corrosion resistance in accordance with ASTM B633 to a minimum thickness of 5µm.
 - 2. Nuts conforming to ASTM A563, Grade A, Hex
 - 3. Washer conforming to ASTM F884.
- B. Mechanical Fasteners: Corrosion-resistant coated, self-drilling, self-threading steel drill screws.

PART 3 - EXECUTION

3.1 FRAMING

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- A. Install framing and accessories level, plumb, square, and true to line, and securely fasten. Temporarily brace framing until entire integrated supporting structure has been completed and permanent connections are secured.
- B. Fasten framing members by screw fastening.
- C. Studs: Install, align, and securely anchor continuous tracks to supporting structure. Squarely seat studs against webs of top and bottom tracks. Space studs as indicated; plumb, align, and fasten both flanges of studs to top and bottom track.
Install steel-sheet diagonal bracing straps to both stud flanges, terminate at and fasten to reinforced top and bottom track and anchor to structure.
Install miscellaneous connections, accessories, and supplementary framing.
- D. Joists: Install, align, and securely anchor perimeter joist track. Install joists bearing on supporting framing, level, straight, and plumb, adjust to final position, brace, and reinforce. Fasten joists to both flanges of joist track.
 - 1. Install bridging and fasten bridging at each joist intersection.
 - 2. Install miscellaneous joist framing and connections, including web stiffeners, closure pieces, clip angles, continuous angles, hold-down angles, anchors, and fasteners.

END OF SECTION 05400

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DIVISION 5 - METALS

SECTION 05720 - HANDRAILS AND RAILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. WORK INCLUDED

1. Furnish and install glass, aluminum molding shoe, wood hand railings, and related components.
2. For glass-supported handrails and railings, support each section of top rail by a minimum of three glass panels or by other means so top rail will remain in place if any one panel fails.

B. WORK FURNISHED BUT INSTALLED UNDER OTHER SECTIONS

1. Furnish anchors for embedding railing system in concrete.
2. Furnish anchors for placement of hand railing in Concrete and Metal Framed walls.

C. RELATED WORK

1. Section 06200 - Finish Carpentry:
2. Section 08800 - Glazing: Glass; Plastic Glazing; Glazing Accessories
3. Section 09900 - Painting: Paint Finish

- ###### **D. Submittals: Product Data, Shop Drawings, and manufacturer's color charts showing the full range of colors available for factory-applied finishes.**

1.2 REFERENCES:

A. American Society for Testing and Materials (ASTM)

1. D 1730 - Recommended Practices for Preparation of Aluminum and Aluminum Alloy Surfaces for Painting.

B. National Fire Protection Association (NFPA)

1. NFPA 101 Life Safety Code.

C. American Iron and Steel Institute (AISI)

1. AISI Stainless Steel Grading System

1.3 SUBMITTALS:

A. Product Data

1. Submit manufacturers engineering data and installation instructions under provisions of Section 01300.

B. Shop Drawings

1. Submit shop drawings and product data under provisions of Section 01300.
2. Indicate component details, materials, finishes, connection and joining methods, and the relationship to adjoining work.

C. Samples

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1. Furnish One (1) sample of the following components:
 - a. Aluminum Shoe Molding.
 - b. Wall Bracket.
 - c. 12 inches of 1 ½" Ø Oak Hand Railing, milled, stained & finished. Used with glass railing system.
 - d. 12 inches of 1 ½" Ø Oak Hand Railing, milled, stained & finished. Used with Wall Brackets.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements
 1. Installation is to comply with state and local code authorities.
 2. Installation is to follow current ADA and CABO/ANSI guidelines.
- B. Certifications
 1. Furnish certification that all components and fittings are furnished by the same manufacturer or approved by the primary component manufacturer.
 2. Furnish certification that components were installed in accordance to manufacturer's guidelines.
- C. Pre-Installation Meeting
 1. Prior to the beginning of installation work, conduct a pre-job conference at the job site.
 2. Provide seven (7) calendar days advance written notice ensuring the attendance by competent authorized representatives of the fabricator, Agency Owner's Representative, and subcontractors whose work interfaces with the work of this Section.
 3. Review the specifications to determine any potential problems, changes, scheduling, unique job site conditions, installation requirements and procedures and any other information pertinent to the installation.
 4. Record the results of the conference and furnish copies to all participants.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the job site in good condition and properly protected against damage to finished surfaces.
- B. Storage on site:
 1. Store material in a location and in a manner to avoid damage. Stack in a way to prevent bending.
 2. Store material in a clean, dry location away from uncured concrete and masonry. Cover with waterproof paper, tarpaulin, or polyethylene sheeting in a manner that will permit circulation of air inside the covering.
- C. Keep handling on site to a minimum. Exercise particular care to avoid damage to finishes of material.

PART 2 - PRODUCTS

NOTE: OR EQUAL CLAUSE: Materials referenced in PART 2- PRODUCTS are used to indicate the style, materials and quality of a product. Where the words "OR EQUAL" appear the State of West Virginia allows the Vendor, in order to control costs, to provide an integrated Railing System from other sources. PROVIDED that the Railing System is similar in appearance to the referenced products and meets or exceeds the specifications detailed below.

2.2 MATERIALS AND FINISHES

- A. Aluminum
 - 1. Extruded Bars, Shapes, and Moldings : Alloy 6063-T52 meeting ASTM B 221
 - 2. Castings: High-strength Aluminum Alloy, Almag 35, meeting ASTM B 26
- B. Steel
 - 1. Steel Plate: Hot Rolled Mild Steel: Meeting ASTM A36.
- C. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails, unless otherwise indicated.

2.3 OTHER MATERIALS

- A. Glass: Tempered glass complying with ASTM C 1048, Kind FT (fully tempered), Condition A (uncoated), Type 1 (transparent glass, flat), Quality q3 (glazing select), Class 1 (clear).
 - 1. Thickness: 1/2 inch (12.7 mm).
- B. Wood Handrails and Rails: Stained hardwood handrails and rails of species and profile indicated bonded to Tempered Glass panel sub rail or attached to wall bracket; with transparent finish.
- C. "Drop-in" Anchors
 - 1. 1/2"-13, Stainless Steel, Drop-in internally-threaded expansion shell anchor, similar in style to Simpson Strong Tie #DIA50SS. **OR EQUAL.**
 - a. Anchor body and expander plug for "Drop-in" anchors shall be fabricated from AISI Type 303 Stainless Steel.
- D. Steel Bearing Plates
 - 1. 3 1/2" x 4" x 1/2" Hot Rolled Mild Steel A36 Plate.
- E. Socket Head (Allen) Cap Screws.
 - 1. 1/2"-13, Socket (Allen) Cap Screw, Stainless Steel, Meeting ASTM F837

2.4 RAILING SYSTEMS

- A. Material shall conform to 2.2. and be finished in accordance with 2.2
- B. Railing system shall be surface mounted.
- C. Rails (Hand rail Railing System and Wall Brackets)
 - 1. Fabricate rails from hardwood, oak, stained.
 - a. Stain: Oil Based, Dark Walnut.
 - b. Finish: Oil Based, High-Build Polyurethane, Clear, Satin, 2 coats.
- D. Glass Structural Balustrade shall be 1/2 inch tempered glass and conform to the safety requirements of ANSI Z97.1.
- E. Shoe Moulding
 - 1. Fabricate shoe moulding from extruded aluminum alloy 6063-T52; similar in style to BLUM No. 1142, **OR EQUAL.**

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- a. Shoe molding to accept ½” tempered glass as part of an integrated hand railing system
 - b. Shoe molding to be fabricated from extruded aluminum alloy meeting ASTM 6063-T52
2. Glazing Accessories
- a. Setting block shall be of polyvinyl chloride (PVC); similar in style to BLUM No. 8711. **OR EQUAL.**
 - i. PVC setting block to be inserted into shoe molding to accept and support ½” tempered glass panels as part of an integrated hand railing system.
 - ii. Setting Block to be of extruded polyvinyl chloride (PVC).
 - b. Protective insert shall be of polyvinyl chloride (PVC); similar in style to BLUM No. 8709. **OR EQUAL.**
 - i. PVC protective insert to be eased into into milled oak hand railing to accept and protect ½” tempered glass panels as part of an integrated hand railing system.
 - ii. Protective insert to be of extruded polyvinyl chloride (PVC).
 - c. Shoe Molding Filler: Silicone, Room Temperature Vulcanizing (RTV) caulk; Color: To closely match aluminum shoe moulding.

F. Wall Bracket

- 1. Cast, Satin Finish, similar in style to BLUM No. 371, **OR EQUAL.**
 - a. Wall bracket to be cast from Almag 35 high-strength aluminum alloy meeting ASTM B 26.

2.5 FASTENERS

A. Mechanical Fasteners:

- 1. All mechanical fasteners used in the assemblies shall be manufactured from stainless steel meeting ASTM F837.

2.6 HANDRAIL BRACKETS

- A. (See §2.4, F. above)

2.7 FABRICATION

- A. Form all changes in rail direction by radius or elbows as dictated by Plans.
- B. Cut material square and remove burrs from all exposed edges, with no chamfer.
- C. Make exposed joints butt tight and flush

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- D. Use connections that maintain structural value of joined pieces.
- E. Close exposed ends of handrail or shoe moulding with appropriate end caps.
- F. Verify dimensions on site prior to shop fabrication.
- G. Fabricate railing systems and handrails for connecting members with concealed mechanical fasteners and fittings.
- H. Provide manufacturer's standard wall brackets, flanges, miscellaneous fittings, and anchors to connect handrail and railing members to other construction.
- I. Provide wall returns at ends of wall-mounted handrails.

2.8 FINISHES

- A. Aluminum Shoe Molding: directional polished.
- B. Aluminum Wall Brackets: satin finish.
- C. Wood Hand Railing:
 - 1. Stain: Oil Based, Dark Walnut.
 - 2. Finish: Oil Based, High-Build Polyurethane, Clear, Satin, 2 coats.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Supply items to be embedded in concrete or placed in partitions.
- B. Inspect anchor installation. Correct any defects.

3.2 DISSIMILAR METALS

- A. Paint exposed aluminum components that come into contact with cement, with zinc chromate.

3.3 INSTALLATION

- A. Install in accordance with shop drawings and manufacturer's instructions.
- B. Erect work square and level, and parallel to rake of ramp, where indicated on plans. And, free from distortion or defects detrimental to appearance or performance.
- C. Set handrails and railings system accurately in location, alignment, and elevation and free from rack.
- D. Fit exposed connections accurately together to form tight, hairline joints
- E. Provide expansion joints as needed to allow for thermal expansion or contraction.
- F. Attach handrails to wall with wall brackets.

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3.4 CLEANING

- A. As Railing System installation is completed, wash thoroughly using clean water and soap; rinse with clean water.
- B. Do not use acid solution, steel wool, or other harsh abrasives.
- C. If stain remains after washing, remove finish and restore in accordance with National Association of Architectural Metal Manufacturers (NAAMM) Metal Finishes Manual.
- D. Finish must not be removed from anodized aluminum. Reanodizing can only be done by removing railing and returning it to the anodizer.

A.5 REPAIR OF DEFECTIVE WORK

- A. Remove stained or otherwise defective work and replace with material that meets specification requirements.

END OF SECTION 05720

DIVISION 6 – WOODS AND PLASTICS

SECTION 06100 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Model code evaluation reports for fire-retardant-treated plywood.

PART 2 - PRODUCTS

2.1 TREATED MATERIALS

- A. Fire-Retardant-Treated Materials: American Wood Protection Association (AWPA) C27 plywood, interior Type A treatment, labeled by a testing and inspecting agency acceptable to authorities having jurisdiction.
 - 1. Use treated plywood with bending strength, stiffness, and fastener-holding capacities that are not reduced below values published by manufacturer of chemical formulation under elevated temperature and humidity conditions.

2.2 PANEL PRODUCTS

- A. Wood-Based Structural-Use Panels: Provide ¾ inch, pressure treated, kiln dried, fire rated plywood meeting AWPA C27 30824, interior, Type A treatment and complying with U.S. Product Standard (DOC) PS 1, where plywood is indicated.
 - 1. Factory mark panels evidencing compliance with grade requirements.

2.3 MISCELLANEOUS PRODUCTS

- A. Fasteners: Size and type indicated.
- B. Adhesives for Field Gluing Panels to Framing: APA AFG-01.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Fit rough carpentry to other construction; scribe and cope for accurate fit. Correlate location of furring, blocking, and similar supports to allow attachment of other construction.
- B. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

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- C. Installation of Structural-Use Panels: Comply with applicable recommendations contained in APA Form No. E30 and as follows:
1. Combination Subflooring-Underlayment:
 - a. Glue Subflooring-Underlayment using a Silane modified polymer based adhesive rated for sub-floor use similar in style to Loctite® Power Grab® Ultimate Construction Adhesive Or Equal.
 - i. Product must meet the following standards:
 1. ASTM D-3498 *Standard Specification for Adhesives for Field-Gluing Plywood to Lumber Framing for Floor Systems.*
 2. APA AFG-01
 - b. Screw w/ # 8 self-drilling, self-tapping, screws to metal framing.

END OF SECTION 06100

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DIVISION 6 – WOODS AND PLASTICS

SECTION 06200 - FINISH CARPENTRY

PART 1 - GENERAL (Not Applicable)

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Lumber Standards: U.S. Product Standard (DOC) PS 20 and grading rules of inspection agencies certified by American Lumber Standards Committee Board of Review.

2.2 RAILINGS

- A. Interior Railings: Clear, kiln-dried, Oak railing stock.

2.3 MISCELLANEOUS MATERIALS

- A. Fasteners for Interior Finish Carpentry: Stainless-steel screws; or as indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Condition finish carpentry in installation areas for 24 hours before installing.
- B. Install finish carpentry level, plumb, true, and aligned with adjacent materials. Scribe and cut to fit adjoining work. Refinish and seal cuts.
- C. Install with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available.

END OF SECTION 06200

New Exhibit Access Ramp
Grave Creek Archeological Complex, Moundsville, WV

DIVISION 9 - FINISHES

SECTION 09910 - PAINTING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Summary: Paint new Wood surfaces, indicated.
 - 1. Do not paint prefinished items, finished metal surfaces, operating parts, labels, and materials obviously intended to be left exposed.
 - 2. Unless otherwise indicated do not paint concealed surfaces.
- B. Submittals: Product Data and color Samples.
- C. Extra Materials: Deliver to Owner a 1-Q.t. container properly labeled and sealed, of each of finish coat stain or varnish used on Project.

PART 2 - PRODUCTS

2.1 PAINT

- A. STAINS
 - 1. Oil Based Stain
 - a. Colors: **Dark Walnut (See Drawing #'s 10 and 11)**
 - b. Material Compatibility: Complete system of compatible components that is recommended by manufacturer for application indicated.
- B. FINISHES
 - 1. Oil Based, High-Build Polyurethane.
 - a. Colors: **Clear, Satin (See Drawing #'s 10 and 11)**
 - b. Material Compatibility: Complete system of compatible components that is recommended by manufacturer for application indicated.
- C. PAINT
 - 1. Primer
 - a. Drywall Primer, Interior Latex
 - 2. Paint
 - a. Interior, Semi-Gloss, Latex, Egg-Shell Enamel.

PART 3 - EXECUTION

3.1 APPLICATION

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

3.2 INTERIOR PAINT APPLICATION SCHEDULE

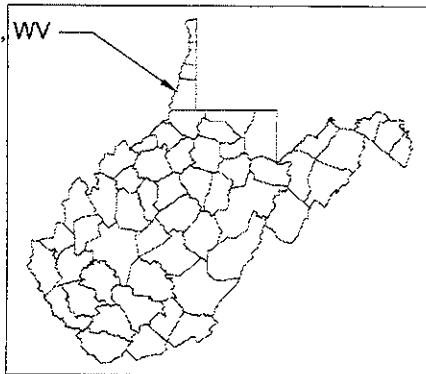
- A. Gypsum Board (Drywall): As follows:
 - 1. Semi-gloss Acrylic Enamel: Two coats over primer.
- B. Stained Woodwork: As follows:
 - 1. Alkyd-Based, Satin Varnish: Two coats clear-satin varnish over stained wood.

END OF SECTION 09910



GRAVE CREEK MOUND ARCHEOLOGICAL COMPLEX NEW EXHIBIT ACCESS RAMP

Moundsville, WV



November 2, 2015

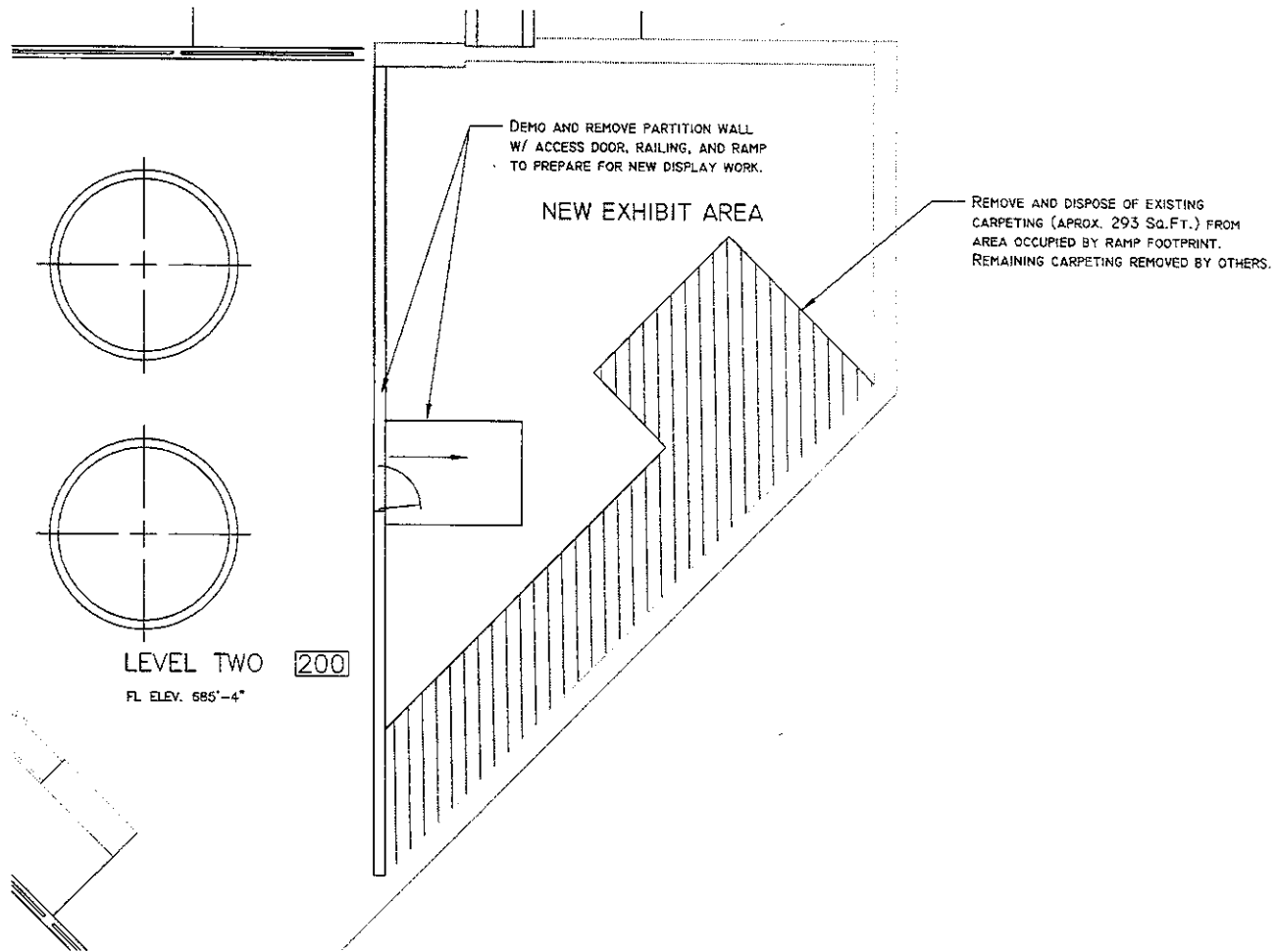
PROJECT LOCATION

Grave Creek Archeological Complex
801 Jefferson Avenue
Moundsville, West Virginia 26041

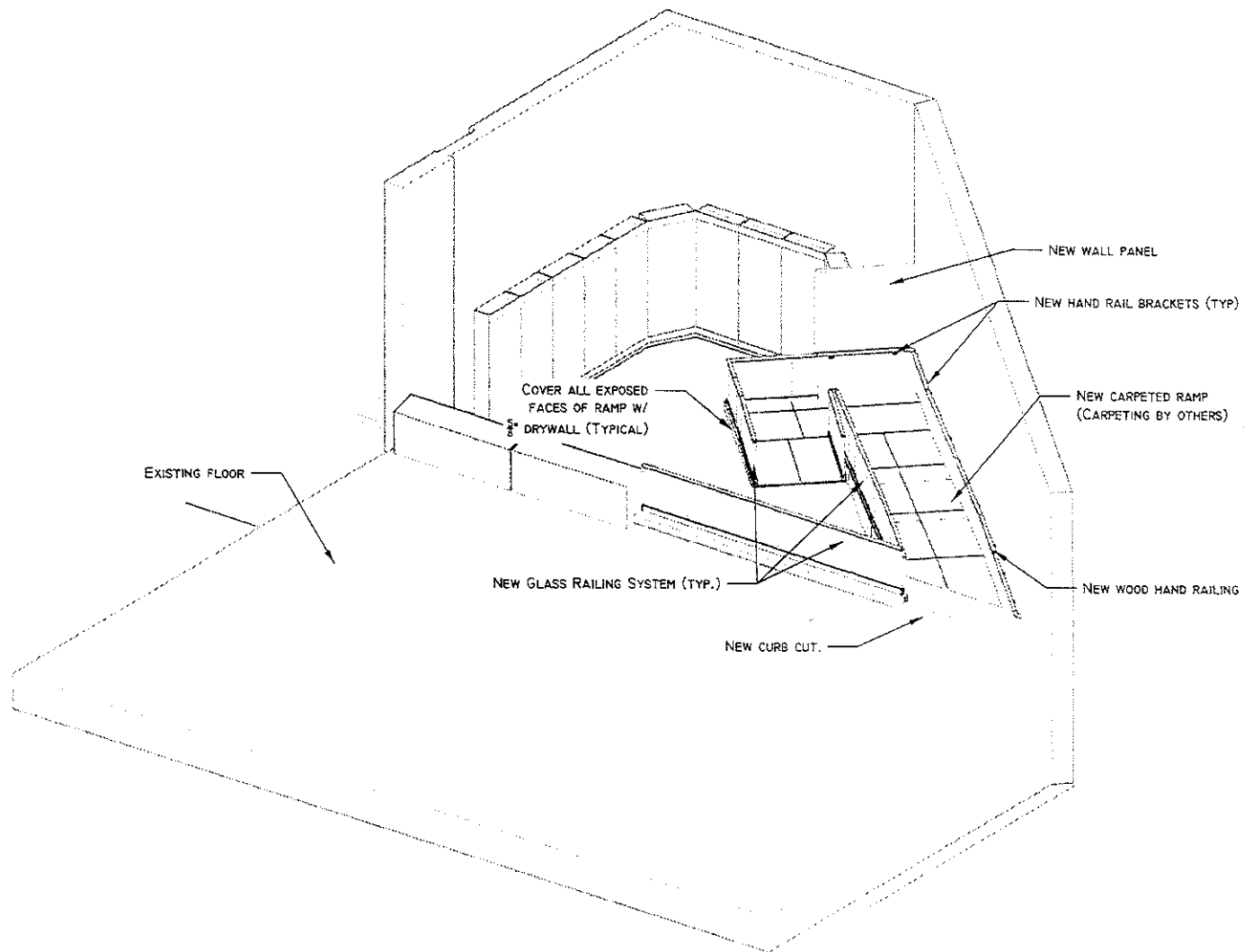
Ph.: 304-843-4128

West Virginia Division of Culture and History
Facility Operations and Exhibits Units
1900 Kanawha Boulevard East
The Culture Center / Building 9
Charleston, West Virginia 35305

Ph.: 304-558-0220
Fax: 304-558-2779



GCMAC, Museum, Level Two, Demolition Plan
 Scale: $\frac{3}{16}$ " = 1'-0"



ENTRANCE LEVEL, ROOM # 120, ADENA AREA
 NEW RAMP INSTALATION
 MODEL VIEW
 NOT TO SCALE

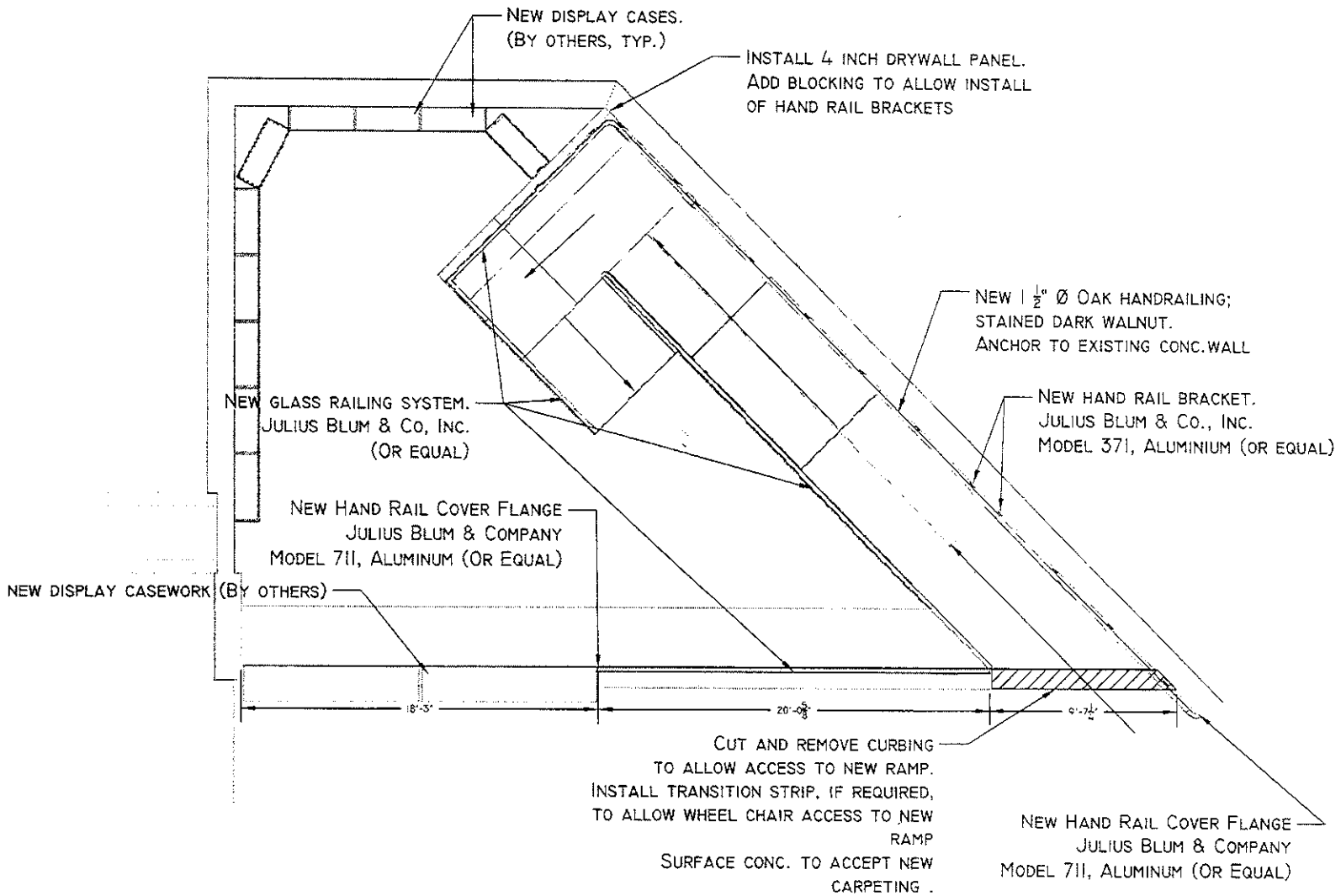
GRAVE CREEK MOUND ARCHEOLOGICAL COMPLEX
 NEW RAMP INSTALLATION, MODEL VIEW
 ENTRANCE LEVEL, ROOM # 120, ADENA AREA

FACILITY OPERATIONS UNIT
 1000 KANAWHA BOULEVARD EAST
 MORGANTOWN, WV 26505
 PHONE: 304-538-2729
 FAX: 304-538-2729
 WWW.WVCLT.ORG



DATE: JULY 27, 2015
 DRAWN BY: NOT TO SCALE
 DESIGNED BY: MARK LYNOH

00000



ENTRANCE LEVEL, ROOM # 120, ADENA AREA

PLAN VIEW

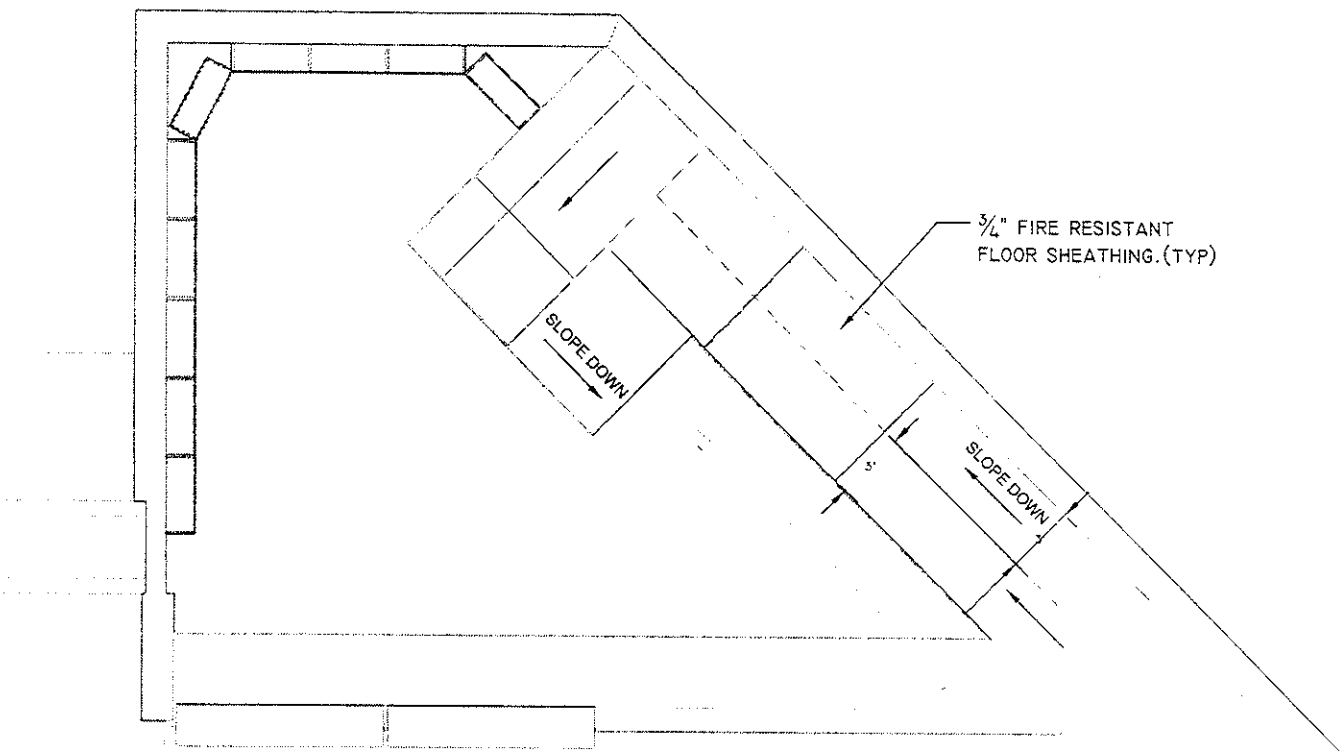
SCALE: 1/4" = 1'-0"

GRAVE CREEK MOUND ARCHEOLOGICAL COMPLEX
ENTRANCE LEVEL, ROOM # 120, ADENA AREA

FACILITY OPERATIONS UNIT
1500 KANAWHA BOULEVARD EAST
CHARLESTON, WV 25305-0220
FAX: 304-558-2770
WWW.WVCULTURE.ORG



DATE
2015 07 27 2015
DRAWN
1/4" = 1'-0"
BY
THOMAS L. VONCH



ENTRANCE LEVEL, ROOM # 120, ADENA AREA
 PLAN VIEW, DECKING INFORMATION
 SCALE: $\frac{1}{4}'' = 1'-0''$

GRAVE CREEK MOUND ARCHEOLOGICAL COMPLEX
 PLAN VIEW, DECKING INFORMATION
 ENTRANCE LEVEL, ROOM # 120, ADENA AREA

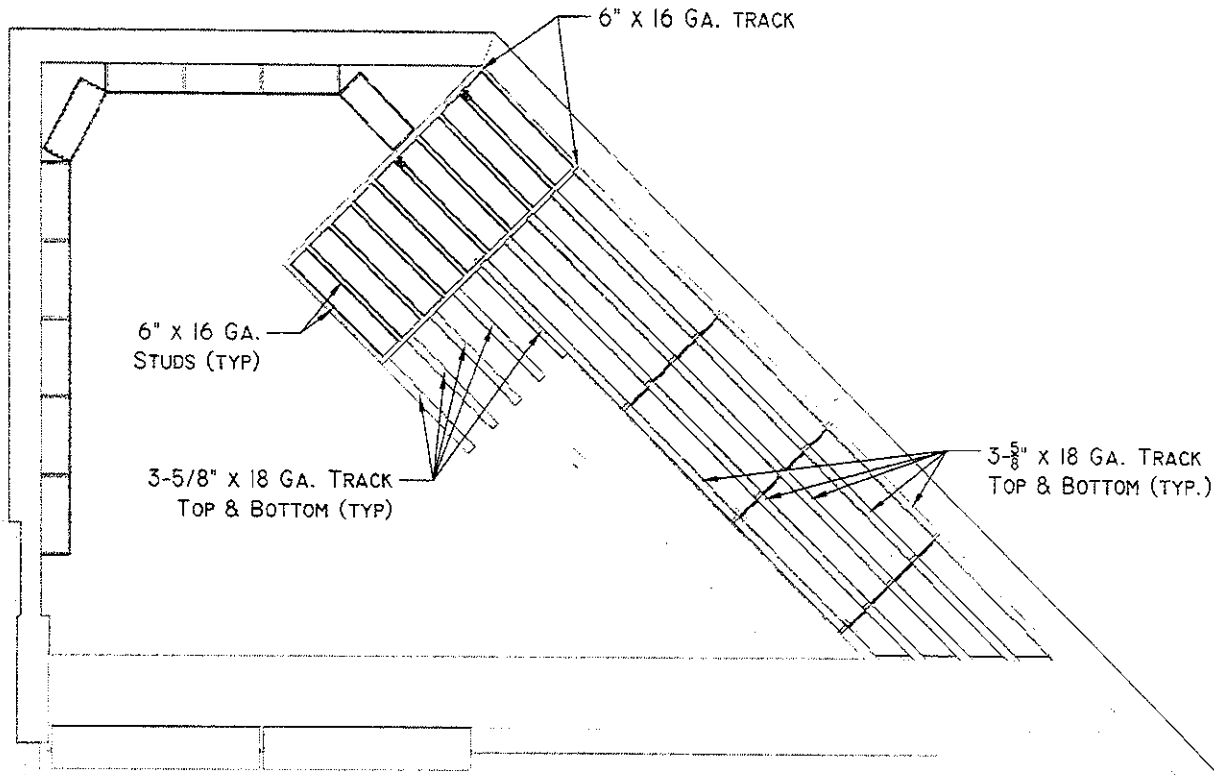
FACILITY OPERATIONS UNIT
 600 KANAWHA BOULEVARD EAST
 CHARLESTON, WV 25308-0020
 PHONE: 504-558-2770
 FAX: 504-558-2770
 WWW.WVCHA.TRIE.ORG



DATE: JULY 27, 2015
 VNS: [blank]
 1/2" = 1'-0"
 BY: [blank]
 NAME: LENCH

4

850000



ENTRANCE LEVEL, ROOM # 120, ADENA AREA
 PLAN VIEW, FRAMING PLAN VIEW
 SCALE: $\frac{1}{4}'' = 1'-0''$

GRAVE CREEK MOUND ARCHEOLOGICAL COMPLEX
 PLAN VIEW, DECKING INFORMATION
 ENTRANCE LEVEL, ROOM # 120, ADENA AREA

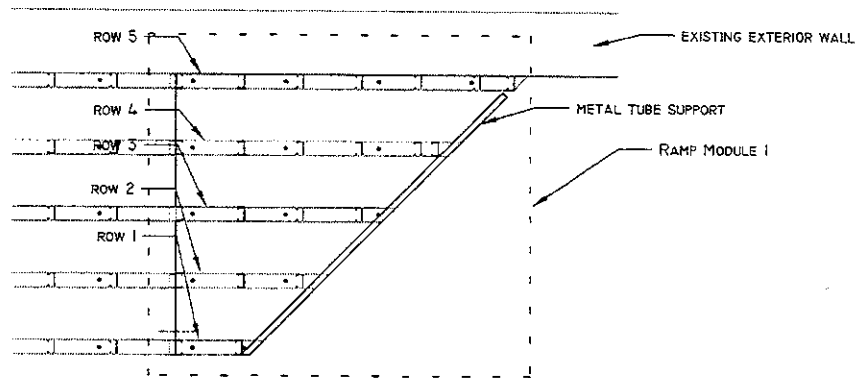
FACILITY OPERATIONS UNIT
 1000 KANAWHA BOULEVARD EAST
 CHARLESTON, WV 25305
 PHONE: 304-558-0220
 FAX: 304-558-2779
 WWW.WVCULTURE.ORG



DATE: JULY 27, 2015
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 DESIGNED BY: MARK LYNCH

5

650000

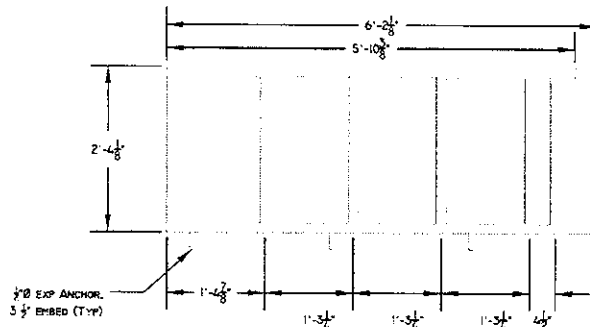


NOTES:

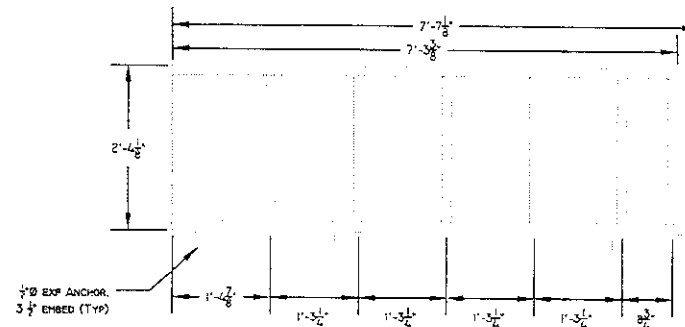
METAL STUDS:
 3-5/8"x1-5/8"x18 Ga.
 Metal Studs @ 16"oc
 (TYP)

METAL TRACK
 3-5/8" x18 ga Track,
 Top & Bottom.
 (TYP)

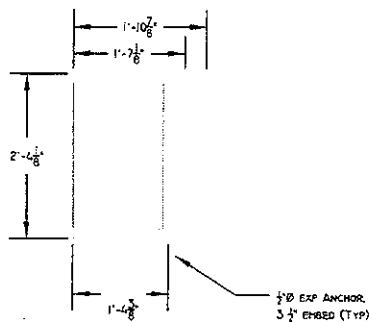
PLAN VIEW: RAMP MODULE 1
 SCALE: 1/2" = 1'-0"



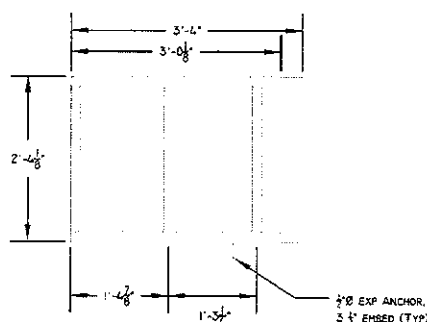
FRAMING ELEVATION VIEW: RAMP MODULE 1
 ROW 4
 SCALE: 3/4" = 1'-0"



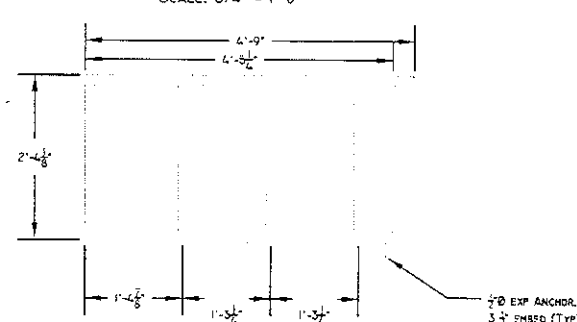
FRAMING ELEVATION VIEW: RAMP MODULE 1
 ROW 5
 SCALE: 3/4" = 1'-0"



FRAMING ELEVATION VIEW: RAMP MODULE 1
 ROW 1
 SCALE: 3/4" = 1'-0"



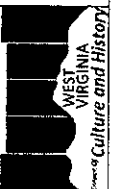
FRAMING ELEVATION VIEW: RAMP MODULE 1
 ROW 2
 SCALE: 3/4" = 1'-0"



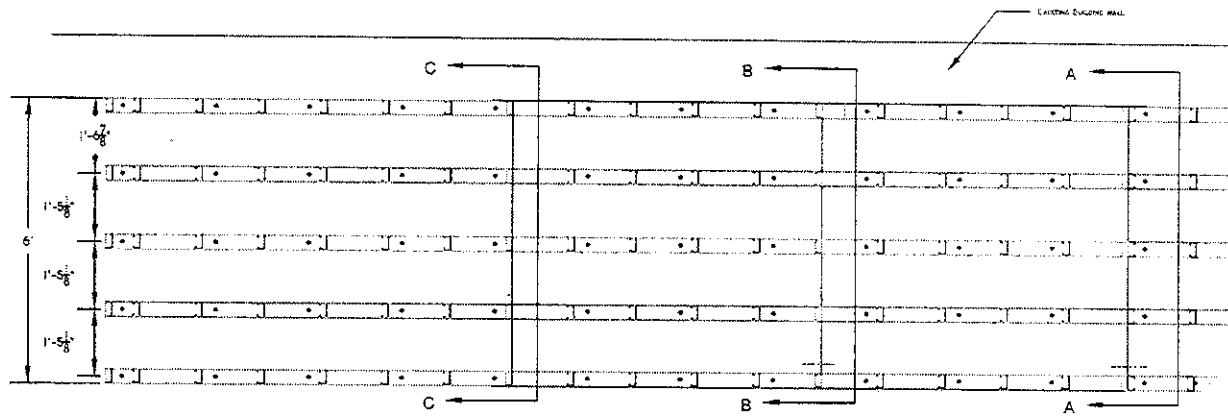
FRAMING ELEVATION VIEW: RAMP MODULE 1
 ROW 3
 SCALE: 3/4" = 1'-0"

GCMAC ARCHEOLOGICAL EXHIBIT
 RAMP, MODULE 1, PLANS, ELEVATIONS, AND DETAILS
 ENTRANCE LEVEL, ROOM # 120, ADENA AREA

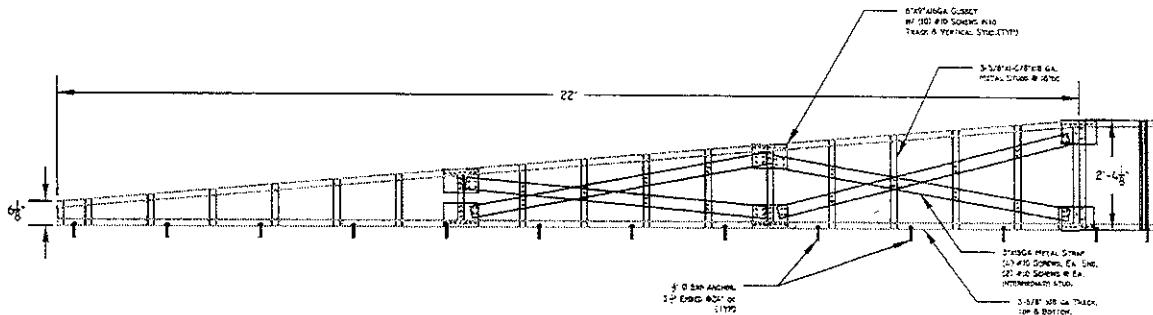
FACILITY OPERATIONS UNIT
 FOOD MARKETING BOARD/BOARD EAST
 COLUMBIAN STATION, 304-558-0220
 PHONE: 304-558-2779
 FAX: 304-558-2779
 WWW.WV.CULTURE.DRG



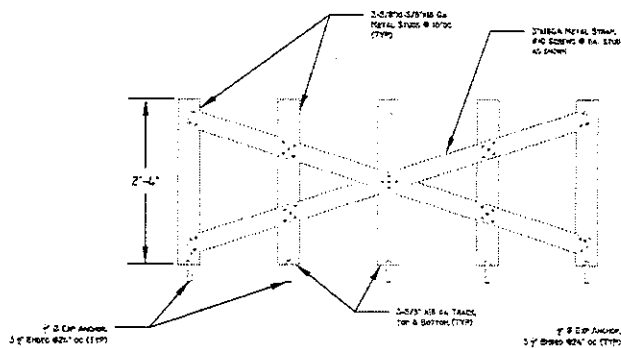
DATE:
 JULY 27, 2015
 DRAWN:
 1/2" = 1'-0"
 BY:
 TASHA LYNN



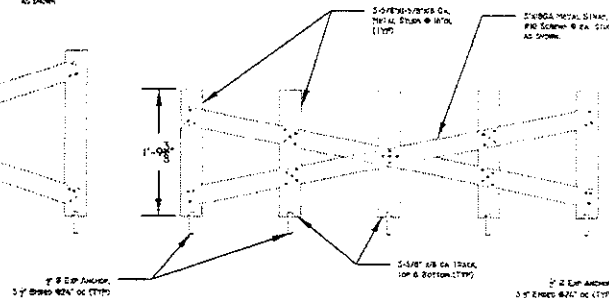
FRAMING PLAN VIEW: RAMP MODULE 2
SCALE: 1/2" = 1'-0"



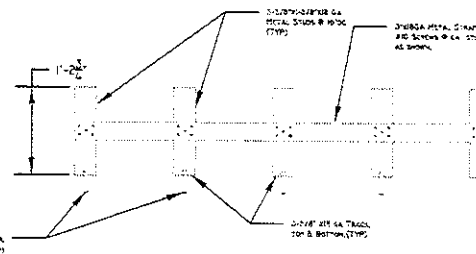
FRAMING ELEVATION VIEW: RAMP MODULE 2
SCALE: 1/2" = 1'-0"



FRAMING ELEVATION VIEW: RAMP MODULE 2
SECTION A-A
SCALE: 3/4" = 1'-0"



FRAMING ELEVATION VIEW: RAMP MODULE 2
SECTION B-B
SCALE: 3/4" = 1'-0"



FRAMING ELEVATION VIEW: RAMP MODULE 2
SECTION C-C
SCALE: 3/4" = 1'-0"

GCMAC ARCHEOLOGICAL EXHIBIT
RAMP, UNIT 2, PLANS, ELEVATIONS, AND DETAILS
ENTRANCE LEVEL, ROOM # 120, ADENA AREA

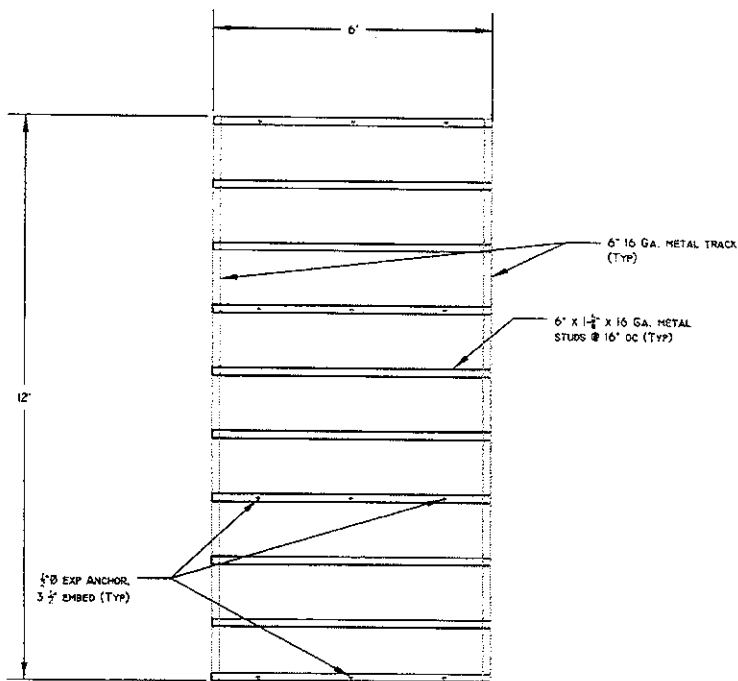
FACILITY OPERATIONS UNIT - EXIST
FOOD SERVICE UNIT - EXIST
COURTNEY W. WALKER
PHONE: 304-558-0220
FAX: 304-558-2779
WWW.WVCCULTRAL.ORG



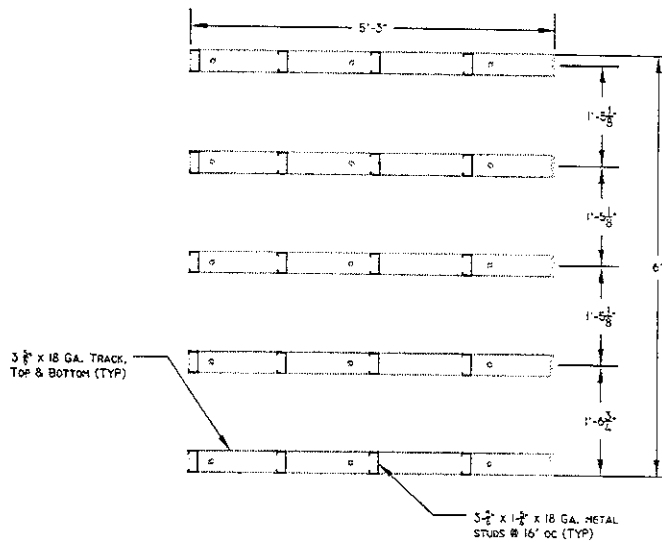
DATE: JULY 27, 2012
SCALE: 1/2" = 1'-0"
DRAWN BY: MARK LUTCH

7

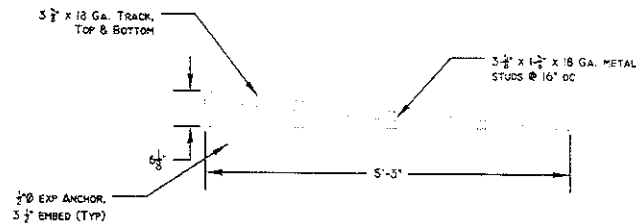
000061



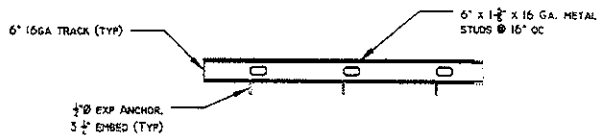
FRAMING PLAN VIEW: RAMP MODULE 3
(LANDING DECK)
SCALE: 1/2" = 1'-0"



FRAMING PLAN VIEW: RAMP MODULE 4
SCALE: 3/4" = 1'-0"



FRAMING ELEVATION: RAMP MODULE 4
MAKE FIVE(5)
SCALE: 3/4" = 1'-0"



FRAMING ELEVATION VIEW: RAMP MODULE 3
(LANDING DECK)
SCALE: 3/4" = 1'-0"

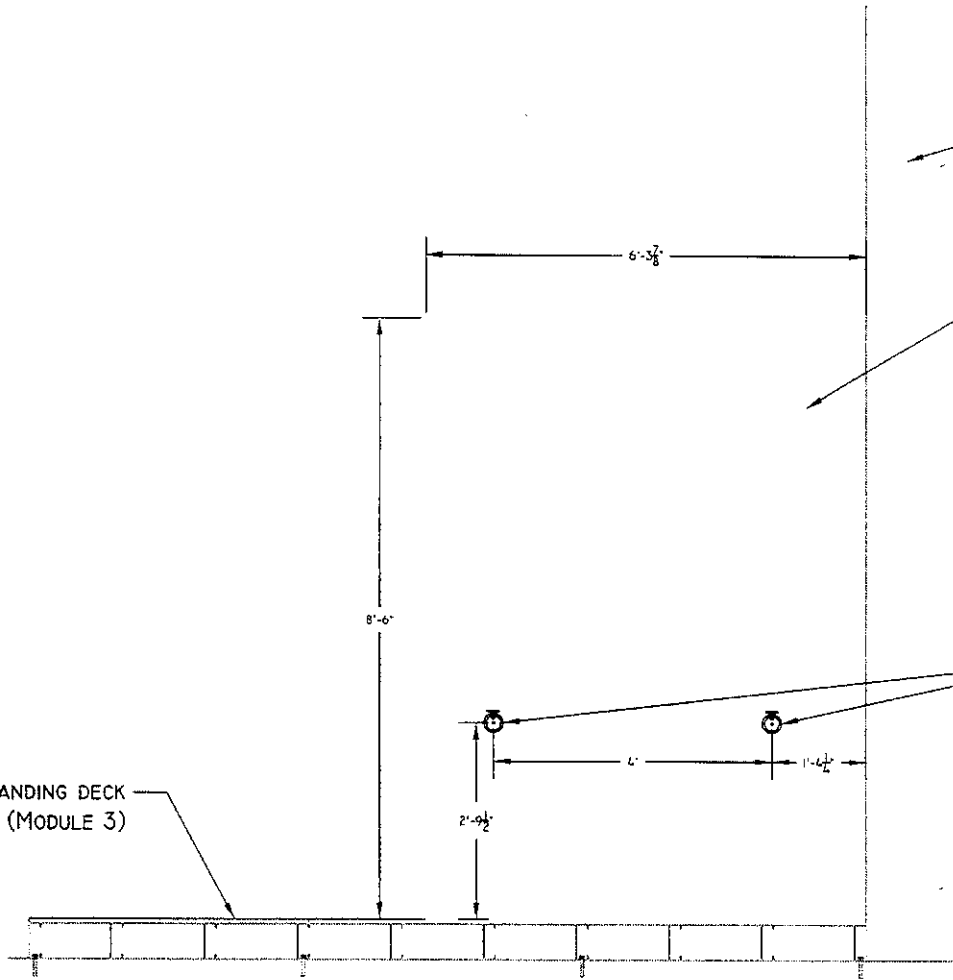
GRAVE CREEK MOUND ARCHEOLOGICAL COMPLEX
PLAN VIEW, DECKING INFORMATION
ENTRANCE LEVEL, ROOM # 120, ADENA AREA

FACILITY OPERATIONS UNIT
1000 KALAMOND RD. PARKER EAST
CHARLESTON, WV 25305
PHONE: 304-558-0220
FAX: 304-558-2779
WWW.WVCA.ORG



SHEET
JULY 27, 2015
SCALE
1/4" = 1'-0"
DRAWN
MARK LYNN

NEW LANDING DECK
(MODULE 3)



EXISTING WALL

NEW METAL STUD WALL. USE 3 $\frac{5}{8}$ " 18GA. TRACK W/ 3 $\frac{5}{8}$ " 18GA. METAL STUDS @ 16" O.C.. ATTACH TO NEW DECK AND EXISTING WALL.
SHEATH FRONT & BACK W/ $\frac{5}{8}$ " FIRE RATED DRYWALL. COVER EXPOSED TOP AND EDGE W/ $\frac{5}{8}$ " DRYWALL.

FINISH EDGES, PRIME, AND PAINT. COLOR SELECTED BY OWNER.

METAL HANDRAILING HARDWARE:
INSTALL BLOCKING BEHIND DRYWALL TO FULLY SUPPORT HARDWARE.

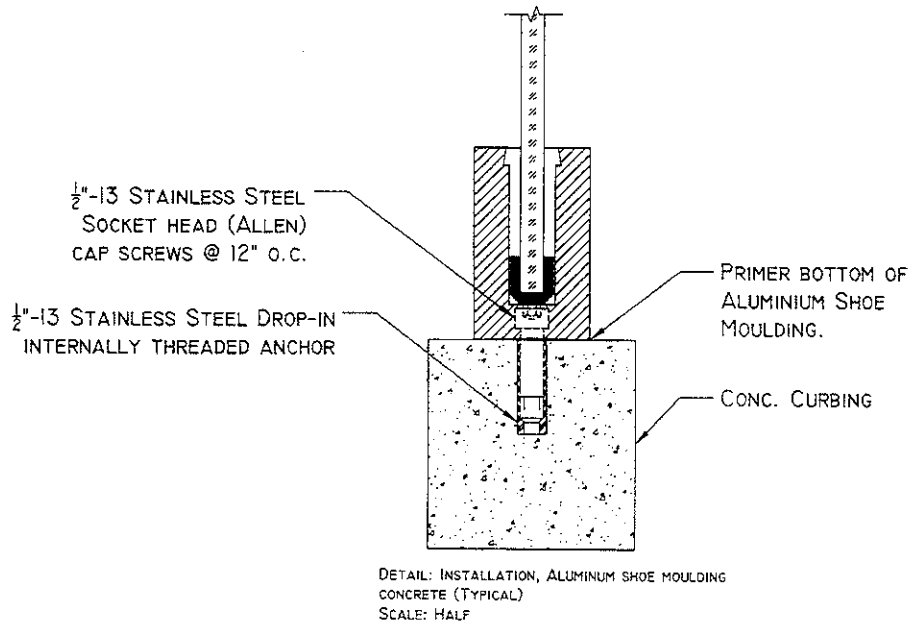
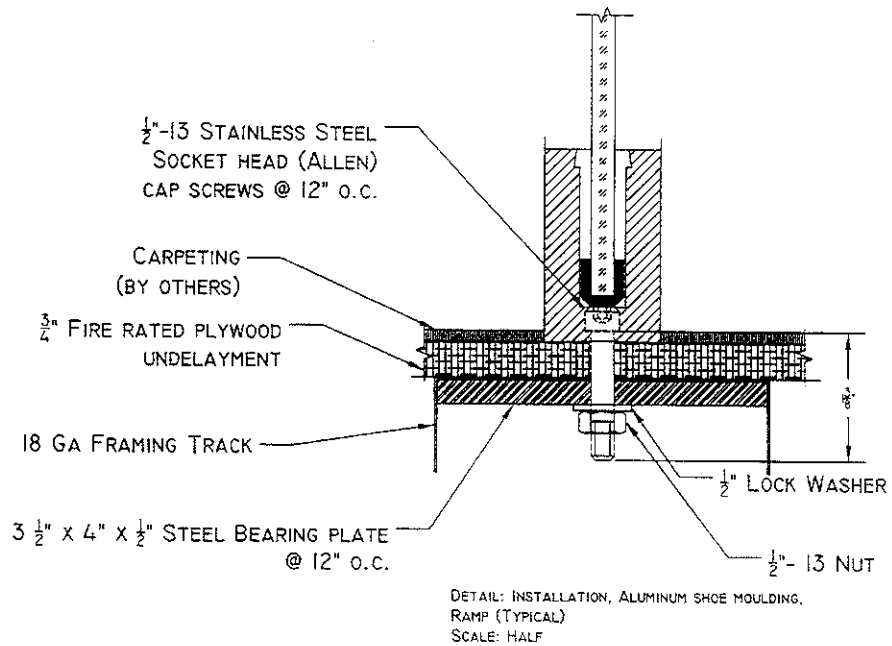
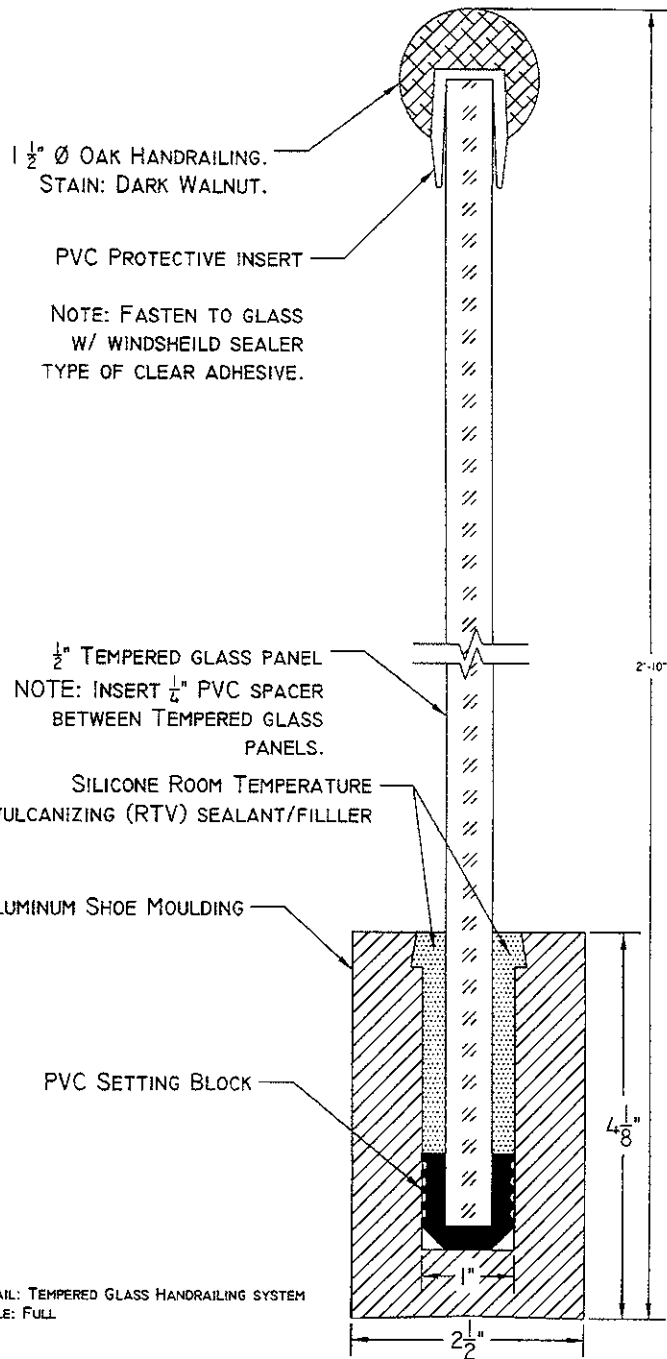
WALL PANEL ELEVATION VIEW: RAMP MODULE 3
(LANDING DECK)
SCALE: 3/4" = 1'-0"

GRAVE CREEK MOUND ARCHEOLOGICAL COMPLEX
PLAN VIEW, DECKING INFORMATION
ENTRANCE LEVEL, ROOM # 120, ABENA AREA

FACILITY OPERATIONS UNIT
1000 KAMARON ROAD AND EAST
CHARLESTON, WV 25305
PHONE: 304-558-0020
FAX: 304-558-2779
WWW.IYVULTURE.ORG



DATE: JULY 27, 2015
SCALE: 1/4" = 1'-0"
DRAWN BY: SARA LINDY

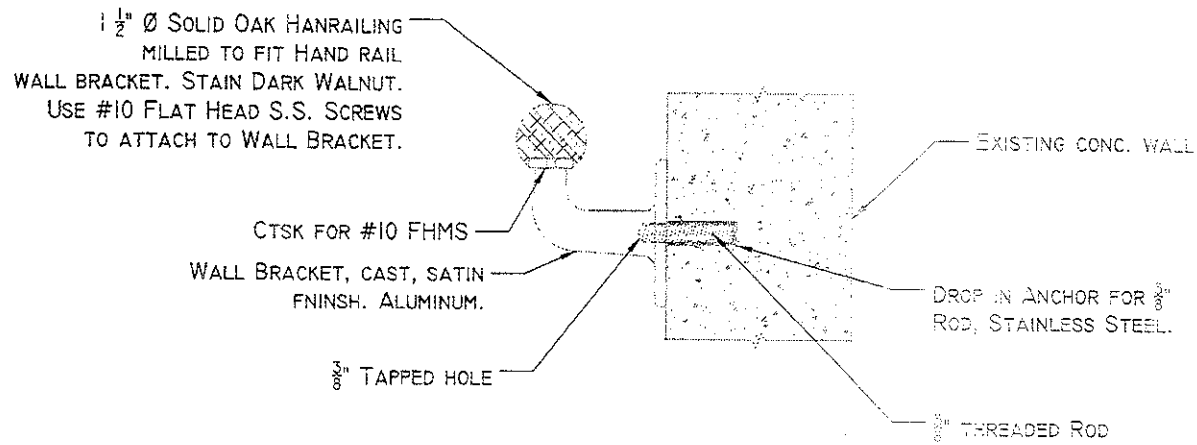


GRAVE CREEK MOUND ARCHEOLOGICAL COMPLEX
PLAN VIEW, DECKING INFORMATION
ENTRANCE LEVEL, ROOM # 120, ADENA AREA

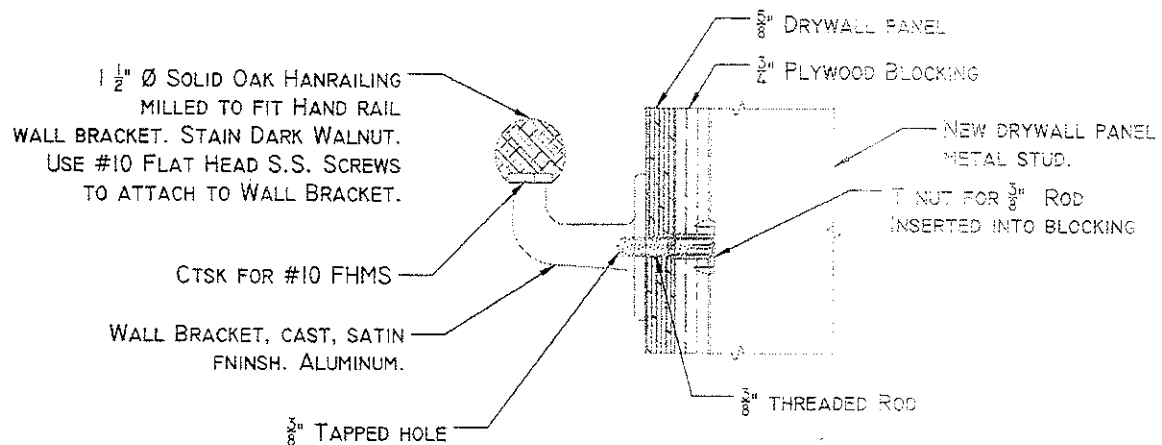
FACILITY OPERATIONS UNIT
1000 KANAWHA BOULEVARD, EAST
CHARLESTON, WV 25305
PHONE: 304-558-0120
FAX: 304-558-2779
WWW.WYVA.LURJ.GOV



DATE: 1 MAY 27, 2016
SCALE: 1/4" = 1'-0"
DRAWN BY: MARK LYNCH



DETAIL: WALL HAND RAILING, CONCRETE WALL
(TYP)
SCALE: HALF



DETAIL: WALL HAND RAILING, DRYWALL PANEL (TYP)
SCALE: HALF

GRAVE CREEK MOUND ARCHEOLOGICAL COMPLEX
PLAN VIEW, DECKING INFORMATION
ENTRANCE LEVEL, ROOM # 120, ADENA AREA

FACILITY OPERATIONS UNIT
1000 KANAWHA BOULEVARD EAST
CHARLESTON, WV 25305
PHONE: 304-558-0720
FAX: 304-558-9377
WWW.WVCLC.ORG/06



DATE: JULY 27, 2016
SCALE: 1/2" = 1'-0"
DRAWN BY: MARK LYNCH

EXHIBIT "A"
PRICING PAGE
NEW EXHIBIT ACCESS RAMP
Grave Creek Mound Archaeological Complex, Moundsville, WV

Submitted By: Walters Construction, Inc. (WV000166) (hereinafter called the "Vendor")

The undersigned, in compliance with the "Instructions to Vendors," having examined the Drawings and Specifications and related documents, visited the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including availability of materials and labor, proposes to furnish labor, services, equipment and material and to perform work required for the construction of the above referenced Project for the consideration of the following amount:

BASE BID AMOUNT, (STIPULATED SUM), SUM OF:

Forty Nine Thousand Four Hundred

Dollars (\$ 49,400)

(Show amount in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall govern.)

NOTICE OF ACCEPTANCE

The undersigned designates the person and office, to which Notice of Acceptance may be mailed, telegraphed or delivered:

Respectfully submitted,

BY (Signature)



FIRM ADDRESS: 600 Fulton Street Wheeling, WV 26003

DATED: March 15, 2016

WV-75
Created 07/18/12



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).

Agency Division of Culture & History
 REQ.P.O.# DCH160000005

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Walters Construction, Inc.
 of Wheeling, West Virginia, as Principal, and Ohio Farmers Insurance Company
 of Westfield Center, Ohio, a corporation organized and existing under the laws of the State of Ohio
 with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
 of West Virginia, as Obligee, in the penal sum of Five Percent of the Total Amount Bid (\$ 5%) 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
Grave Creek Museum Exhibit Access Ramp

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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
 Surety, or by Principal individually if Principal is an individual, this 15th day of March, 20 16.

Principal Seal:

Walters Construction, Inc.

(Name of Principal)

By *Stem L. Walters*

(Must be President, Vice President, or
 Duly Authorized Agent)

PRESIDENT / OWNER
 (Title)

Surety Seal

Ohio Farmers Insurance Company

(Name of Surety)

Nicholas A. Sparachane

Attorney-in-Fact
 Nicholas A. Sparachane

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4751692 01

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
NICHOLAS A. SPARACHANE, SUSAN K. BOORD, BRIANNA L. HARVETH, NICOLE SPARACHANE WHORTON, JOINTLY OR SEVERALLY

of **WHEELING** and State of **WV** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this 21st day of **MARCH** A.D., 2014.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 21st day of **MARCH** A.D., 2014, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 15th day of **March** A.D., 2016.



Frank A. Carrino Secretary
Frank A. Carrino, Secretary



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

STATE OF WEST VIRGINIA,

COUNTY OF Ohio, TO-WIT:

I, ROD DEMARK, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Walters Construction, Inc.; and,
(Company Name)
- 2. I do hereby attest that Walters Construction, Inc.
(Company Name)

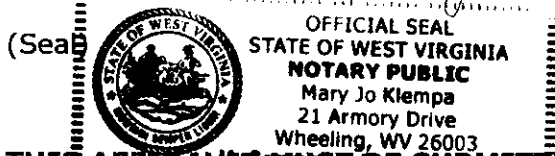
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D.**

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

Printed Name: Glenn L Walters
 Signature: *Glenn L Walters*
 Title: President
 Company Name: Walters Construction, Inc.
 Date: March 15, 2016

Taken, subscribed and sworn to before me this 15th day of March, 2016.

By Commission expires May 2, 2024



MJ Klempa
(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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Walters Construction, Inc.

Company

Steven P. Walters

Authorized Signature

March 15, 2016

Date

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Walters Construction, Inc.

Authorized Signature: [Signature] Date: March 15, 2016

State of West Virginia

County of Ohio, to-wit:

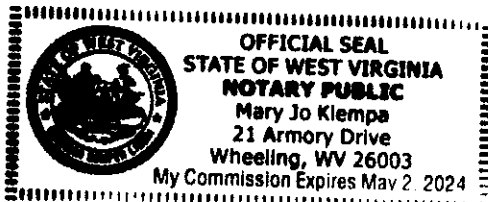
Taken, subscribed, and sworn to before me this 15th day of March, 2016.

My Commission expires May 2, 2024.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 08/01/2015)




CERTIFICATION AND SIGNATURE PAGE

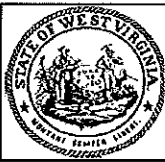
By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Walters Construction, Inc.

(Company)

 Glenn L. Walters, President
(Authorized Signature) (Representative Name, Title)

P: 304-233-1121...F: 304-233-3585...3/15/16
(Phone Number) (Fax Number) (Date)



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 167534

Doc Description: Addendum No 1 Access Ramp at Grave Crk Museum, Moundsville

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-02-26	2016-03-15 13:30:00	CRFQ 0432 DCH1600000005	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Walter Construction, Inc
 600 Fulton Street
 Wheeling, WV 26003
 (304) 233-1121

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X

FEIN #

DATE

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

ADDITIONAL INFORMATION:

Addendum

Addendum No. 01 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division for the agency, The West Virginia Division of Cultural and History is soliciting quotations for a construction contract to provide a new carpeted access ramp with a Glass Handrail system in the Exhibit Area of the Delft Norona Museum at the Grave Creek Complex located at 801 Jefferson Ave. Moundsville, WV. Per the attached documentation.

INVOICE TO		SHIP TO	
RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV25305-0300 US		RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY GRAVE CREEK ARCHEOLOGY COMPLEX 801 JEFFERSON AVE PO BOX 527 MOUNDSVILLE WV 26041 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Exhibit Access Ramp at Grave Creek.	0.00000			

Comm Code	Manufacturer	Specification	Model #
72152705			

Extended Description :

Exhibit Access Ramp at Grave Creek.

DCH1600000005	Document Phase Draft	Document Description Addendum No 1 Access Ramp at Grave Crk Museum, Moundsville	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ DCH1600000005
Addendum Number: 01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish the pre-bid sign-in sheet.

No other changes.

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

Terms and Conditions:

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

ATTACHMENT A

SIGN IN SHEET

Request for Proposal No. DCH16*05

PLEASE PRINT

Page ____ of ____
Date: 2/25/16

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>DAN HILL CONSTRUCTION COMPANY</u>	<u>P.O. Box 685</u>	PHONE <u>304-632-1600</u>
Rep: <u>JUSTIN DOZIER</u>	<u>GAULEY BRIDGE, WV 25085</u>	TOLL FREE
Email Address: <u>JUSTIN_DOZIER@yahoo.com</u>		FAX <u>304-632-1501</u>
Company: <u>WALTERS CONSTRUCTION</u>	<u>600 FULTON ST.</u>	PHONE <u>304.233.1121</u>
Rep: <u>JASON G. SMITH</u>	<u>WHEELING, WV 26003</u>	TOLL FREE
Email Address: <u>WG1@WALTERS-CONSTRUCTION.COM</u>		FAX <u>304.233.3585</u>
Company: <u>J D & E</u>	<u>200 GLENN ROAD</u>	PHONE <u>304-232-5000</u>
Rep: <u>KEITH HUGHES</u>	<u>WHEELING, WV</u>	TOLL FREE
Email Address: <u>khughes@jde-inc.com</u>	<u>26003</u>	FAX <u>304-232-0619</u>
Company: <u>ALLEGHENY RESTORATION</u>	<u>1000 Coombs Farm Rd. Suite 202</u>	PHONE
Rep: <u>PHIL DAVIS</u>	<u>Morgantown, WV 26508</u>	TOLL
Email Address: _____	<u>304-381-4820 office 304-288-2959- cell</u>	FREE
	<u>phil@alleghenyrestoration.com</u>	FAX
Company: _____	_____	PHONE
Rep: _____	_____	TOLL
Email Address: _____	_____	FREE
	_____	FAX

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Walters Construction, Inc.
Company

Authorized Signature

March 1, 2016
Date

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



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

State of West Virginia
 Request for Quotation
 09 – Construction

Proc Folder: 167534

Doc Description: Addendum No 2 Access Ramp at Grave Crk Museum, Moundsville

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-03-07	2016-03-15 13:30:00	CRFQ 0432 DCH1600000005	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Walters Construction, Inc.
 600 Fulton Street
 Wheeling, WV 26003
 (304) 233-1121

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X

FEIN #

DATE

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

ADDITIONAL INFORMATION:

Addendum

Addendum No. 02 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division for the agency, The West Virginia Division of Cultural and History is soliciting quotations for a construction contract to provide a new carpeted access ramp with a Glass Handrail system in the Exhibit Area of the Delft Norona Museum at the Grave Creek Complex located at 801 Jefferson Ave. Moundsville, WV. Per the attached documentation.

INVOICE TO		SHIP TO	
RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV25305-0300 US		RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY GRAVE CREEK ARCHEOLOGY COMPLEX 801 JEFFERSON AVE PO BOX 527 MOUNDSVILLE WV 26041 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Exhibit Access Ramp at Grave Creek.	0.00000			

Comm Code	Manufacturer	Specification	Model #
72152705			

Extended Description :
Exhibit Access Ramp at Grave Creek.

DCH1600000005	Document Phase Draft	Document Description Addendum No 2 Access Ramp at Grave Crk Museum, Moundsville	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ DCH1600000005
Addendum Number: 02

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To submit vendor questions and answers.
2. To attach drawing to clarify question 5. To show the vertical cut section of the glass railing.
3. To resubmit the pre-bid sign-in sheet.

No other changes.

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

Terms and Conditions:

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

SOLICITATION NUMBER: CRFQ DCH1600000005
Addendum Number: 02

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To submit vendor questions and answers.
2. To attach drawing to clarify question 5. To show the vertical cut section of the glass railing.
3. To resubmit the pre-bid sign-in sheet.

No other changes.

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

Terms and Conditions:

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

ATTACHMENT A

Access Ramp at Grave Creek Museum Questions and Answers

Q1. I wanted to know if there is a pre bid sign in sheet and a cost estimate?

A1. The Pre-Bid Sign in Sheet will be supplied as a part of this Addendum. The State Purchasing Division does not allow Agencies to provide any information regarding cost estimates.

Q2. Can clarify the extent of painting at the existing walls?

A2. It has been determined that the wall repair and painting will be done by others and is not a part of this Work.

Q3. Does the imbed plate that the existing metal railing is fillet welded to get removed or remain?

A3. After examining the imbed plate we have determined that it will be left in place rather than risk damage to the concrete slab; the railing assembly attached to it to be removed and fillet welds to be ground flat.

Q4. Does any of the demolished material get turned over to the owner?

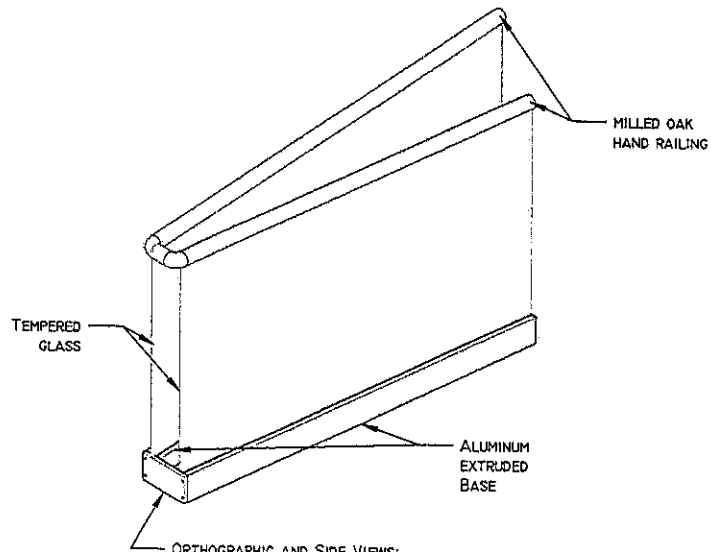
A4. Metal railing assembly's to be retained by Owner; for disposition by WV State Surplus; the remaining debris to be disposed by Vendor.

Q5. Can you show a vertical cut section of the glass railing where the sloped portion, before and after the landing, switches back on itself?

A5. Yes, Refer to attached drawing.

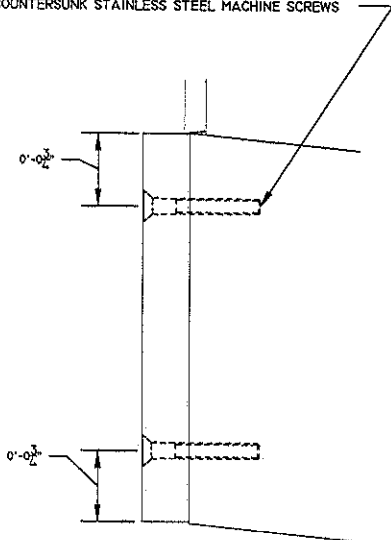
Q6. Can you describe how to execute the railing attachment detail as shown on drawing 10 for the last couple of modules where the ramp and landing are less than a foot above the floor?

A6. If it is not feasible to attach the railing assembly to the upper framing, as shown in Sheet 10, due to clearances we recommend anchoring directly into the concrete floor. Use a drop in ½"-13 internally threaded anchor and a stainless steel ½"-13 Socket Head (Allen) fastener of suitable length that is similar to the original specification for the rest of the railing.

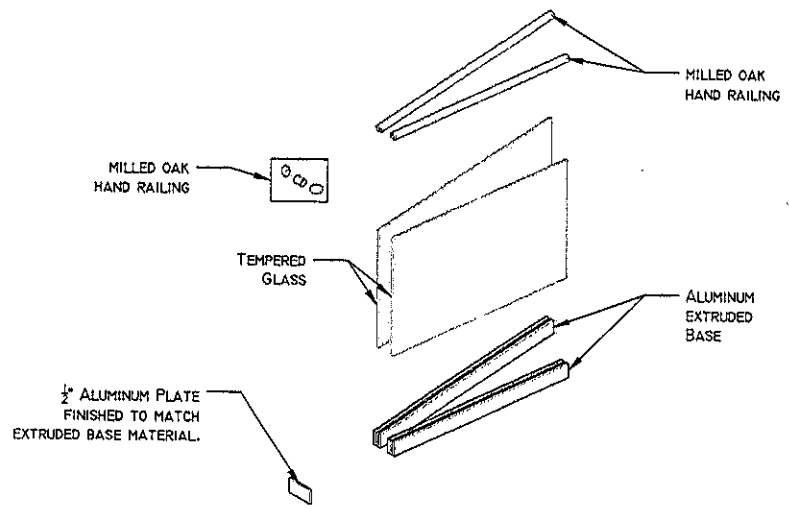


ORTHOGRAPHIC AND SIDE VIEWS:

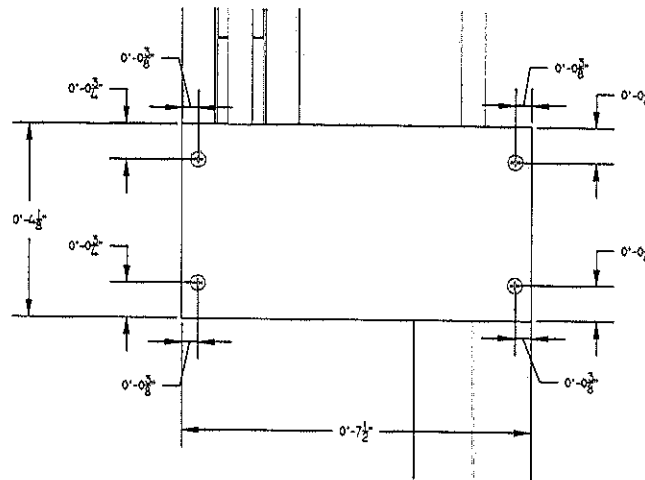
$\frac{1}{2}$ " ALUMINUM PLATE FINISHED TO MATCH EXTRUDED BASE MATERIAL.
 CUT EXTRUDED BASE FACE ENDS TO BE PLUMB AND SQUARE TO EACH OTHER & PLATE AND FASTEN USING FOUR #8-32 X 1-1/4" FLAT HEAD, COUNTERSUNK STAINLESS STEEL MACHINE SCREWS



SCALE: 1" = 1'-0"



Exploded Orthographic View
 Scale: $\frac{1}{2}$ " = 1'-0"



Detail of Aluminum Face Plate and Machine Screws. SCALE: 6" = 1'-0".

Note: Overall Plate dimensions are approximate; adjust fit following installation of Aluminum Extruded Base in the field.

ACCESS RAMP AT GRAVE CREEK MUSEUM
 ADDENDUM #1:Q&A # 5,
 DETAIL, HAND RAILING.

FACULTY OPERATIONS UNIT
 1900 KANAWHA BOULEVARD EAST
 CHARLESTON, WV 25305
 PHONE: 304-558-0220
 FAX: 304-558-2779
 WWW.WV.CULTURE.ORG



DATE: MARCH 4, 2010
 DRAWN BY: HAIN LYNCH

SIGN IN SHEET

Page ____ of ____

Request for Proposal No. DCH16*05

PLEASE PRINT

Date: 2/25/16

*** PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD**

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>DANHILL CONSTRUCTION COMPANY</u>	<u>P.O. Box 685</u>	PHONE <u>304-632-1600</u>
Rep: <u>JUSTIN DOZIER</u>	<u>Gawley BRIDGE, WV 25085</u>	TOLL FREE
Email Address: <u>JUSTIN.dozier@yahoo.com</u>		FAX <u>304-632-1501</u>
Company: <u>WALTERS CONSTRUCTION</u>	<u>600 FULTON ST.</u>	PHONE <u>304.233.1121</u>
Rep: <u>JASON G. SMITH</u>	<u>WHEELING, WV 26003</u>	TOLL FREE
Email Address: <u>WCI@WALTERS-CONSTRUCTION.COM</u>		FAX <u>304.233.3585</u>
Company: <u>J D & E</u>	<u>200 GOLF ROAD</u>	PHONE <u>304-232-5000</u>
Rep: <u>KEITH HUGHES</u>	<u>Wheeling, WV</u>	TOLL FREE
Email Address: <u>khughes@jde-inc.com</u>	<u>26003</u>	FAX <u>304-232-0619</u>
Company: <u>ALLEGHENY RESTORATION</u>	<u>1000 Coombs Farm Rd. Suite 202</u>	PHONE
Rep: <u>Phil DAVIS</u>	<u>Morgantown, WV 26508</u>	TOLL
Email Address: _____	<u>304-381-4820 office 304-288-2959- cell</u>	FREE
	<u>phil@allegHENYrestoration.com</u>	FAX
Company: _____		PHONE
Rep: _____		TOLL
Email Address: _____		FREE
		FAX

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Walters Construction, Inc.

Company

Authorized Signature

March 7, 2016

Date

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

Revised 6/8/2012