



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: 194231

Doc Description: Waterproofing Project for Cultural Center, Charleston, WV

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-03-30	2016-05-10 13:30:00	CRFQ 0432 DCH1600000008	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:

HINZMAN CONSTRUCTION, INC. (304-722-1235)  
 P.O. Box 600  
 909 SUTHERLAND DRIVE  
 ST. ALBANS, WV  
 25177

05/19/16 11:15:30  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN # 03-0489632

DATE 19<sup>TH</sup> MAY 16

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

Request for Quotation

The Acquisition and Contract Administration Section of the Purchasing Division for the West Virginia Division of Culture and History is soliciting quotations to provide a one-time construction contract consisting of the selective repairs for the exterior, below-grade, waterproofing membrane of the Culture Center, Building 9, Capitol Complex, 1900 Kanawha Boulevard East, Charleston, WV 25305. Per the documentation as attached to this solicitation.

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 CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV 25305-0300 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Waterproofing Project				

Comm Code	Manufacturer	Specification	Model #
72153209			

Extended Description :

<b>DCH1600000008</b>	<b>Document Phase</b> Draft	<b>Document Description</b> Waterproofing Project for Cultural Center, Charleston, WV	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

WV. Culture and History Museum  
1900 Kanawha Boulevard East  
Building 9, The Cultural Center Theater  
Charleston, West Virginia 25305

April 13, 2016, 10:30 AM EST

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility

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: April 25, 2016, 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: May 10, 2016, 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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**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.

**Automobile Liability Insurance:** \$1,000,000.00

**WV Workers Compensation Liability Insurance**

**Umbrella Liability** \$2,000,000.00

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.

WV Contractors License (Current)

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

for \_\_\_\_\_

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](mailto: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 of such operations, from steel made by the open hearth, 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: HINZMAN CONSTRUCTION, INC

Contractor's License No. WV-034919

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 one-time construction contract consisting of the selective repairs for the exterior, below-grade, waterproofing membrane of the Culture Center, Building 9, Capitol Complex, 1900 Kanawha Boulevard East, Charleston, WV 25305. This document is intended to supplement information provided in the standard "Request for Quotation" and "General Terms and Conditions" issued by the Purchasing Division for this project. Vendors shall carefully review all documents.

#### B. Project Description

1. The project consists of the following:
  - a. Work under this contract shall consist of furnishing all labor, access to the work, materials, and equipment necessary to perform remedial excavation, waterproofing, and associated work.
  - b. The work will include, but not necessarily be limited to, the following:
    1. Remove soils from the south and north exterior walls in areas, as indicated in the Project Manual and related Drawings, down to below the building footer. Provide protection for workers and the Public as required throughout the project.
    2. Clean existing foundation walls to an acceptable condition for the application of primers and waterproofing components per the project details and specifications.
    3. Apply the waterproofing materials over the accepted concrete surfaces after priming the surfaces. Follow all membrane manufacturers requirements for application including the additional reinforcements and terminations finishing the termination with the termination bar and stainless steel counterflashing..
    4. Apply filter fabric and gravel, as specified, and per the project details with the perimeter drain lines.
    5. Apply protection board and any required insulation board over the installed waterproofing assembly taking extreme measures to protect the installed assembly.
    6. Backfill the excavated wall area with gravel and soil backfill materials. Cover the gravel surface with filter fabric approximately 8 inches below finish grade. Complete excavated areas with seeding and apply watering etc. as required to warrant growth.

2. All related work as shown and specified in the Project Manual.

### 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, and 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 Substitutions

Requests for approval of substitutions must be addressed to and received by the Project Manager at this Division of Culture and History, c/o Michelle Childers, Buyer, Purchasing Division, 2019 Washington Street, East, Charleston, WV 25305, and to be given consideration must be received by the Vendor question submission deadline as specified in the Instructions to Vendors Submitting Bids; Section 4 – Vendor Question Deadline.

Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufacturers, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when a written request, on Bidder's company letterhead, is accompanied by suitable documentation to demonstrate that the product is equal and appropriate for use in this particular installation. Suitable documentation shall include the following as well as other information:

- Detailed comparison of significant qualities of proposed substitution with those of the work specified. This comparison shall be specific to each feature of the original product. Submission of product literature alone, without a written item by item comparison of the significant qualities of each product will not be considered a complete submission.
- Product Data, including drawings and descriptions of products of and fabrication and installation procedures. All furnished data must be manufacture's original product data information, no faxes or copies will be accepted.
- Samples, where applicable or requested.
- Lists of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
- Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- Research /evaluation reports evidencing compliance with building code in effect for Project, from model code organization acceptable to authorities having jurisdiction if applicable.
- Bidder's certification that proposed substitution complies with requirements in the bidding documents and is appropriate for the applications indicated.
- Written request for approval of the substitution on company letter head transmitting the aforementioned information and addressing any item not included.

Burden of proof of merit of requested substitution is upon the submitter. Any request not including all of the required information will be considered incomplete. Incomplete requests shall be rejected. The Agency has no obligation to request additional information in order to consider the request. Approved requests will be set forth in Addenda issued in accordance with the Instructions to Vendors. All addenda so issued shall become part of the Contract Documents.

### 1.05 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, excavation, storage and other requirements. The contractors 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 Bidder's Representations**

##### **A. By submitting a Bid, the Bidder represents that:**

1. The Bidder and all subcontractors the Bidder 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 Bidder 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 Bidder and all workers, employees and subcontractors the Bidder 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 Bidder nor any of the Bidder's employees, agents, intended suppliers or subcontractors should rely upon any verbal representatives from the Owner, or the Owner's employees or agents including architects, engineers or consultants, in assembling the Bid figure.

#### **1.07 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.
- 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.

**1.08 Contract Time**

- A. Final completion date shall be Ninety (90) calendar days from the Owner's issuance of the letter of Notice to Proceed.

**1.09 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 Exhibit "A" Pricing Page with their price information and include it as an attachment to their online response.

If unable to respond online you must submit the Exhibit "A" Pricing Page with your bid prior to the bid opening date.

**END OF DOCUMENT 00100**



## PROJECT MANUAL

### SELECTIVE REPAIRS: BELOW GRADE WATERPROOFING MEMBRANE

THE CULTURE CENTER  
1900 KANAWHA BOULEVARD EAST  
CHARLESTON WEST VIRGINIA, 25305

Dated February 8, 2016

031816 V2

Selective Repairs: Below Grade Waterproofing Membrane  
The Culture Center, Charleston, WV

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Below Grade Waterproofing Membrane Replacement  
The Culture Center, Charleston, 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.

##### **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/Vendor Agreement.
  - 1. For the second Application for Payment through the Application for Payment submitted at Substantial Completion, submit partial releases of liens from each sub-Vendor or supplier for whom amounts were requisitioned in the previous Application for Payment.



**Below Grade Waterproofing Membrane Replacement  
The Culture Center, Charleston, 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**

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**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**

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**DIVISION 1 – GENERAL SUMMARY**

**SECTION 01400- QUALITY CONTROL**

**PART 1 GENERAL**

**1.1 Related Documents**

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

**1.2 Quality Control - Vendor**

A. Maintain quality control over products, services, site conditions, and workmanship, to produce work of specified quality.

B. Provide safe access to the site and work areas for inspection by the Owner or its authorized representative.

**1.3 Quality Control - Owner**

- A. The Owner reserves the right, at its discretion, to retain the services of an independent, construction quality assurance representative to provide full-time quality assurance of the work. If the Owner engages this service, the Vendor shall be informed. Testing may be performed to determine any deficiencies in the membrane assembly.
- B. The cost of such services shall be borne by the Owner during the contract time. Any monitoring and testing required due to the installation being incomplete as a result of Vendor-controlled nonperformance shall be borne by the Vendor. Such costs shall be paid from the liquidated damages paid by the Vendor.
- C. The Vendor shall be required to notify the Owner or its designated representative prior to cancellation of any operations and subsequent restart of the project. Any cost resulting from the failure to notify shall be borne by the Vendor.
- D. Work found to be in violation of the specifications, or not in conformance with acceptable waterproofing standards, shall be subject to rejection including complete removal and replacement with new material at the Vendor's expense.
- E. The Vendor shall document quantities of those materials bid on a unit price basis listed in the Pricing Sheet as well as other materials and provide documentation and quantities to the Owner's Representative for approval.

**1.4 Quality Control - Manufacturer**

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- A. The manufacturer shall provide qualified personnel to observe field conditions, and material installation at start of fieldwork. The Manufacturer's representative shall visit the site to review work installed a minimum of four time and shall submit a written report(s) to the Owner's Representative listing observations and recommendations. The Waterproofing Vendor shall be responsible for ensuring site visits by the membrane manufacturer's representative(s) and shall notify the Owner and Owner's Representative of any visits.
- B. The Manufacturer's representative(s) shall certify that it has thoroughly reviewed the project with the Vendor's field personnel. Close attention to the Waterproofing system application will be stressed.

**PART 2 PRODUCTS (Not Applicable)**

**PART 3 EXECUTION (Not Applicable)**

**END OF SECTION 01400**

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## **SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS**

### **PART 1- GENERAL**

#### **1.1 Related Documents**

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

#### **1.2 Description**

- A. To provide for temporary facilities and controls required for the performance of the project. Such items include but are not necessarily limited to utilities such as heat, water, electricity and telephone; sanitary facilities; Vendor's facilities; and enclosures such as tarpaulins, barricades and canopies.
- B. All equipment furnished by Vendor shall comply with all pertinent safety requirements.
- C. Ladders, planks, hoists, excavation boxes and all similar items furnished by individual trades in the execution of their own portions of the work are not a part of this section.

#### **1.3 Product Handling**

- A. Vendor shall exercise all means necessary to maintain temporary facilities and controls in proper and safe condition throughout the progress of the project.
- B. All required connections to existing utility systems shall be made with minimum disruption. If disruption of existing service is required, notice shall be given to the Owner and Owner's Representative, and connections shall not be made without the Owner's approval. If necessary, Vendor shall provide for alternate temporary service.
- C. If the required utility is not available from the Owner, the Vendor shall provide for alternate temporary service for the duration of the project.

### **PART 2 - PRODUCTS**

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

#### **A. Electricity**

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

#### **B. Heating**

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

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**C. Water**

1. The Owner shall furnish reasonable quantities of water required for construction at no cost to the Vendor.

**2.1.4 Telephone**

- A. The Vendor shall provide telephone service for their personnel throughout the duration of the project at no cost to the Owner.

**2.2 Sanitary Facilities**

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

**2.3 Enclosures**

- A. Vendor shall furnish, install and maintain for the duration of the project, all scaffolds, ladders, tarpaulins, barricades, warning signs, platforms, bridges, canopies, steps, and other temporary construction required to properly facilitate completion of the project in compliance with all safety and other regulations and in accordance with requirements of the project specifications.
- B. Vendor shall provide all necessary safeguards to warn and prevent pedestrians and Owner's/building's personnel from being exposed to dangers or hazards created by this project.

**2.4 Signs**

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

**2.5 Construction Aids**

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

**2.6 Safety and Protection of Facilities**

- A. Comply with the general conditions of this specification concerning safety and protection.

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- B.** The Vendor shall take all necessary precautions and shall be totally responsible for guarding against fires and shall provide suitable and adequate fire extinguishers conveniently located on the project site, storage areas, and at areas or equipment where an open flame is being used. Competent operators shall be in attendance at all times and shall be properly trained or instructed in fire prevention.
- C.** Walls, windows, stairs, etc., adjacent to equipment lines, hoists, and staging areas shall be protected.
- D.** Construction traffic shall be confined to work areas. Vendor shall be responsible for damages and repairs that develop in traffic areas during and after project completion.
- E.** Work shall be coordinated as to prevent working, foot traffic, and storage of materials and equipment on newly completed construction operation areas.
- F.** The Vendor shall provide the Owner and Owner's Representative with off-hours telephone numbers of its project supervisor, foreman, etc., to allow contact by the Owner if an emergency arises.
- G.** All Vendor personnel shall have appropriate identification on their person at all times while on site. Identification may consist of photo I.D., uniforms with individual name and Vendor name, etc.
- H.** No Vendor personnel will be allowed inside the facility other than the Foreman or as otherwise approved by the Owner.

**2.7 Storage**

- A.** The Vendor shall be responsible for proper storage of equipment, materials, and devices furnished by itself and/or its sub-Vendors and suppliers.
- B.** All storage areas are subject to approval by the Owner or its authorized representative.

**2.8 Parking**

- A.** Vendor's construction vehicles shall enter the project site and park in areas as directed by the Owner or Owner's Representative. The Vendor shall be responsible for coordination of traffic by its sub Vendors, suppliers, etc., so as not to disrupt ongoing operations of the facility.

**2.9 Field Office**

- A.** The Vendor may provide a Field Office. The location shall be subject to the approval of the Owner.

**2.10 Plans, Specifications and Submittals**

- A.** Two (2) copies of the plans and specifications will be made available to the Vendor without cost. Additional copies may be acquired upon request. Cost of reproduction and handling of the additional copies shall be borne by the Vendor.

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- B. The Vendor shall be responsible for maintaining at least one current set of plans, specifications, reviewed submittals, and record drawings at the project site for the duration of construction.**

**2.11 Ventilation**

- A. Provide, as required, facilities to maintain specific storage conditions as described within this specification and as recommended by the materials manufacturer for use in construction:**
- B. Provide adequate ventilation of enclosed areas to prevent the accumulation of fumes, vapors and gases.**

**PART 3 EXECUTION (Not Applicable)**

**END OF SECTION 01500**



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## **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**

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- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
  - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
- B. Do not attach manufacturer's labels or trademarks, except for required nameplates, on surfaces exposed to view in occupied spaces or on the exterior.
- C. Select products as follows:
  - 1. Where 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.

**2.2 OWNER-FURNISHED PRODUCTS (Not Applicable)**

**EXECUTION (Not Applicable)**

**END OF SECTION 01600**

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**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 Vendor 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.

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**END OF SECTION 01700**

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## **DIVISION 1 – GENERAL REQUIREMENTS**

### **SECTION 01710 - CLEANING**

#### **PART 1 GENERAL**

##### **1.1 Related Documents**

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

##### **1.2 Description**

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

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

#### **PART 2 PRODUCTS**

2.1 The Vendor shall provide all required manpower, material and equipment to maintain the specified standard of cleanliness.

2.2 Vendor shall use only those materials and equipment which are compatible with the surface being cleaned as recommended by the manufacturer or approved by the Owner's representative.

#### **PART 3 EXECUTION**

##### **3.1 Progress Cleaning**

A. Stored items shall be kept in an orderly arrangement allowing maximum access and shall not impede drainage or traffic.

B. Scrap, debris, waste material and other items shall not be allowed to accumulate.

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- C. Vendor shall provide storage containers for all items awaiting removal from the site. Storage containers shall be approved by the Owner's Representative.
- D. Vendor shall inspect all arrangements of materials stored on the project site on a weekly minimum basis and shall service all arrangements in accordance with the requirements of Paragraph 3.1.A. of this section.

**3.2 Final Cleaning**

- A. Except as especially provided otherwise, "clean" shall be interpreted to mean the level of cleanliness generally attainable by skilled cleaners using commercially available building maintenance equipment and materials.
- B. All tools, equipment, materials, scrap, debris and waste shall be removed from the project site and a final progress cleaning conducted in accordance with this section.
- C. Unless otherwise directed by the Owner's representative, the Vendor shall clean all adjacent areas on the site and completely remove all resultant debris.

- 3.3 Vendor shall visually inspect all exterior surfaces and remove all traces of dirt, waste materials, smudges, splashed materials and other foreign matter. The Owner's Representative may require that light sandblasting or other cleaning be performed at no cost to the Owner. If such cleaning is required, the Vendor shall take all necessary precautions to prevent damage to adjacent materials, property and vegetation.**

**END OF SECTION 01710**

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## **DIVISION 1 – GENERAL REQUIREMENTS**

### **SECTION 01720 - PROJECT RECORD DOCUMENTS**

#### **PART 1 GENERAL**

##### **1.1 Related Documents**

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

##### **1.2 Description**

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

1. Contract Documents
2. Addendums
3. Change Orders
4. Field Orders and Instructions
5. Construction Schedule
6. Shop Drawings
7. Product Samples
8. Progress Reports

##### **1.3 Quality Assurance**

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

##### **1.4 Submittals**

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



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**1.5 Product Handling**

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

**PART 2 PRODUCTS**

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

**PART 3 EXECUTION**

**3.1 Maintenance of Record Documents**

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

**3.2 Review and Approval**

- A. The Vendor shall submit the completed total set of record documents to the Owner's Representative as described in Paragraphs 1.4.A. and 1.4.B. of this section. The Vendor shall participate in review meeting(s) as required by the Owner's Representative. The Vendor shall make all required changes to the documents and promptly deliver the final project records to the Owner's representative.

**END OF SECTION 01720**

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## **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 and soil 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**

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## **DIVISION 1 – GENERAL REQUIREMENTS**

### **SECTION 01750 - WARRANTIES**

#### **PART 1 GENERAL**

##### **1.1 Related Documents**

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

##### **1.2 Related Sections include all sections of this material specification**

##### **1.3 Description of Work**

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

##### **1.4 Upon completion of the work, and prior to the final payment, the Vendor shall submit the following items to the Owner's Representative:**

- A. Copies of all manufacturers' punch lists and documentation of completion.
- B. Copies of all punch lists prepared by the Owner's Representative and documentation of completion.
- C. Manufacturer's report that the project has been inspected and is suitable for warranty.
- D. Manufacturer's special material warranty.
- E. Vendor's warranty.

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

##### **1.6 Warranties**

- A. Comply with the General Conditions and Supplemental Conditions of the Contract concerning Warranties. The Vendor shall agree that the work covered under this contract shall remain free from any water penetration and physical defects caused by defective workmanship, including installation, for a period of two (2) years from the date of final acceptance.
- B. Emergency repairs to defects and leaks shall be performed within 72 hours of receiving notice from the State of West Virginia. As soon as weather permits, permanent repairs and restoration of affected areas shall be accomplished in a manner in conformance with the original contract requirements. Permanent repair or replacement of the affected area(s) shall be made by the manufacturer within thirty (30) days, unless mutually extended by both parties (Vendor and manufacturer). This work shall be done without additional cost, except if it is determined by the Owner's Representative that such leaks and defects were caused by abuse, lightning, hurricane, tornado, hail storm, or other unusual phenomena.

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- C. The warranties shall also state that The State of West Virginia has the right, at any time during the 2-year Vendor's warranty period, to make emergency repairs to protect the contents of the building or the building itself from damage, due to leaking. The cost of emergency repairs made during the first two years of warranty period shall be borne by the Vendor and action by The State of West Virginia shall not invalidate the warranty.
- D. The Vendor shall include in the bid the cost of the following warranties:
1. The Vendor shall furnish the Owner with the Manufacturer's (10-year) labor and material membrane guarantee. The guarantee shall be issued at no additional cost to the Owner.
  2. Vendor's 2 Year Material and Labor Warranty.
    - i. All new materials and workmanship covering work provided under Sections 030100 and 071325 shall be guaranteed, in writing, by the Vendor to be in a watertight condition for a period of two (2) years after date of final payment.
    - ii. The Vendor's Warranty shall neither replace nor negate any agreement furnished by the manufacturer. The warranties shall not be negated nor become void, due to a transfer of ownership. The warranty shall state that:
      1. When, within the warranty period, the waterproofing system becomes non watertight, splits, tears, blisters, or separates at the seams, flashings, or shows any other evidence of excessive weathering because of defective materials or workmanship, the repair or replacement of defective materials and correction of defective workmanship shall be the responsibility of the manufacturer.
      2. When the manufacturer's approved applicator fail to perform repairs within 72 hours of notification, emergency repairs performed by others will not void the warranty.
- E. With regard to the repair leaks under the terms of the manufacturer's labor and material membrane guarantee. The manufacturer shall replace the waterproofing system areas, which has been damaged and resulted in water infiltration into the structure.
- F. In addition, should the waterproofing system experience recurring leaks (more than two [2]) over a period of 12 consecutive months, Cultural Center/The State of West Virginia may request an inspection of that portion of the waterproofing system experiencing recurring leaks by the manufacturer or its designated representative.
- The manufacturer shall then follow the recommendations of the inspector as to appropriate resolution of the problem.
- G. Final payment will be made to the Vendor only after two (2) copies of the warranties and guarantees have been submitted and the waterproofing manufacturer acknowledges that all bills are paid. All such documents shall show the project name, project number, and location and the Owner's name.
- H. The effective date of all warranties shall be the same and shall be on the date of the final inspection when the Owner, Owner's Representative, Vendor, and Manufacturer agree that all work has been completed in compliance with the plans and specifications.

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**PART 2      PRODUCTS (Not Applicable)**

**PART 3      EXECUTION (Not Applicable)**

**END OF SECTION 1750**

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**SECTION 071325**

**SELF ADHERED SHEET MEMBRANE WATERPROOFING**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS:**

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the work specified in this section.

**1.2 RELATED WORK**

Section 01200	Price and Payment Procedures	2 pages
Section 01300	Administrative Requirements	1 page
Section 01400	Quality Control	2 pages
Section 01500	Temporary Facilities and Controls	5 pages
Section 01600	Product Requirements	2 pages
Section 01700	Execution Requirements	3 pages
Section 01710	Cleaning	2 pages
Section 01720	Project Record Documents	2 pages
Section 01750	Warranties	3 pages
Section 312000	Earth Moving	7 pages
Section 313100	Furnishing and Placing Topsoil	2 pages
Section 313400	Seeding and Mulching	5 pages

**1.3 REFERENCES**

A. American Society for Testing and Materials (ASTM)

1. D 5147 Standard Test Methods for Tensile Strength
2. D 5147 Standard Test Methods for Ultimate Elongation
3. D 5147 Standard Test Methods for Elongation of Rubberized Asphalt
4. D 5147 Standard Test Methods for Flexibility at Cold Temperature
5. D 5602 Standard Test Methods for Static Puncture

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6. D 5601 Standard Test Methods for Tear Resistance
7. D 1876 Standard Test Methods for Lap Adhesion
8. D 5147 Standard Test Methods for Water Absorption
9. D 903 Standard Test Methods for Peel Resistance
10. E 96(B) Standard Test Methods for Water Vapor Permeance
11. C 836 Standard Test Methods for Crack Cycling at -32 C
12. D 5385 Standard Test Methods for Resistance to Hydrostatic Head
13. C 1278 Standard Specification for Fiber-Reinforced Gypsum Panel
14. C 472 Standard Test Methods for Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete
15. D 994 Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type)
16. E154 Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Walls, or as Ground Cover.
17. D 56 Standard Test Method for Flash Point by Tag Closed Cup Tester
18. ASTM D 4586, Type I, Class II Standard Specification for Asphalt Roof Cement, Asbestos-Free
19. ASTM D 4632, Standard Test Method for Grab Breaking Load and Elongation of Geotextiles
20. ASTM D 4533 Standard Test Method for Trapezoid Tearing Strength of Geotextiles
21. ASTM D6241 Standard Test Method for Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe
22. ASTM D4751 Standard Test Method for Determining Apparent Opening Size of a Geotextile
23. ASTM D4491 Standard Test Methods for Water Permeability of Geotextiles by Permittivity
24. ASTM D4355 Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus
25. ASTM D 412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers—Tension
26. ASTM D 1002 Standard Test Method for Apparent Shear Strength of Single-Lap-Joint Adhesively Bonded Metal Specimens by Tension Loading (Metal-to-Metal)

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27. ASTM C 661 Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer
28. ASTM D 1653 Standard Test Methods for Water Vapor Transmission of Organic Coating Films
29. ASTM D 2240 Standard Test Method for Rubber Property—Durometer Hardness
30. ASTM D 5034 Standard Test Method for Breaking Strength and Elongation of Textile Fabrics (Grab Test)

B. International Organization for Standardization (ISO) 9001:2000 Quality Standard

C. Test Device: Brookfield RVF TF Spindle, 4 RPM, 73°F (23°C)

#### 1.4 SYSTEM DESCRIPTION

- A. Furnish and install a completed vertical and/or horizontal waterproofing assembly including a self-adhered sheet waterproofing membrane with a drainage / protection course. To ensure total system compatibility all products shall be purchased from a single-source manufacturer.

#### 1.5 SUBMITTALS

- A. Submit three (3) copies of the most current technical data sheets. These documents must describe the physical properties of the specified materials and explanations about product installation, including installation techniques, restrictions, limitations and any other manufacturer recommendations.
- B. Certification that all products are in compliance with specified ASTM criteria.
- C. Certification that all components of the waterproofing assembly are being supplied and warranted by a single manufacturer.
- D. Provide a specimen warranty from the manufacturer that includes all components of the waterproofing installation.

#### 1.6 QUALITY ASSURANCE

- A. Refer to Section 1.5 SUBMITTALS. Include items A, B, C & D.
- B. The Vendor must demonstrate his or her qualification to perform the work of this section by providing written evidence from the manufacturer providing the single-source warranty that the Vendor is an applicator in good standing and is authorized to install the specified waterproofing system on the project.
  1. Documentation of the Vendor's qualifications must be written on the manufacturer's letterhead, include the name and address of the Vendor and the full name and physical address of the waterproofing installation in the body of the letter, and must be signed by an authorized representative of the membrane manufacturer.



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- C. Refer to Section 1.4 SYSTEM DESCRIPTION. All components of the waterproofing assembly must be supplied by the membrane manufacturer offering the single-source warranty.
- D. The manufacturer offering the single-source warranty must have full-time technical support staff to provide the Vendor with technical assistance in the installation of the products included in the warranty.
- E. Pre-Construction Conference. All parties responsible for work of this section are required to attend a pre-conference meeting to review the details of the project as they pertain to the integrity of the waterproofing assembly.
  - 1. All parties responsible for the work of this section are required to attend, including the Owner, Vendor and manufacturer offering the single-source warranty:
  - 2. All parties are to review the installation procedures of this section and the coordination required with related work.

**1.7 MANUFACTURER'S REPRESENTATIVE**

- A. The waterproofing materials manufacturer may delegate a representative to visit the work site at commencement of work.
- B. At all times, the Vendor shall permit and facilitate access to the site by the manufacturer's representative cited above.

**1.8 DELIVERY, STORAGE & HANDLING**

- A. Deliver materials in original unopened containers of packaging clearly labeled with manufacturer's name, brand name, instruction for use and all identifying numbers.
- B. Store all materials in protected and well-ventilated areas. Only materials to be used the same day shall be removed from this location. Special care may be required at temperatures below 40°F (see product data sheets). Keep all materials away from open flame or welding sparks.
- C. Pails of materials shall be carefully stored and adequately protected in accordance with the manufacturer's recommendations.

**1.9 PROJECT CONDITIONS**

- A. Perform work only when existing and forecasted weather conditions are within the limits established by the manufacturer of the materials and products used.
- B. The Vendor must provide for adequate protection of the installed membrane preventing damage that might arise from work performed by the other trades.
- C. Apply drainage / protection board / insulation as soon as possible after membrane installation.
- D. Do not allow waste products, including but not limited to petroleum, grease, oil, solvents, vegetable or mineral oil, animal fat, to come in contact with the waterproofing

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membrane. Contaminated membrane must be cut out and replaced in accordance with the Approved Details.

E. Concrete Deck/Wall Preparation; refer to Section 3.1 Surface Inspection.

### 1.10 WARRANTY

A. Sheet Membrane Waterproofing: Upon completion of work, the Vendor shall supply the owner with a single-source warranty issued by the manufacturer of the waterproofing assembly.

B. Upon request the product manufacturer shall issue a written and signed document in the name of the owner, certifying the product will meet all the physical characteristics published by the manufacturer, for a period of ten years, starting from the date of completion of installation of membranes. No letter amending the manufacturer's standard warranty will be accepted and the warranty certificate must reflect these requirements.

**\*\*\* CONTACT MANUFACTURER FOR WARRANTY TERMS AND CONDITIONS\*\*\***

## PART 2 – PRODUCTS

### 2.1 GENERAL

A. **Waterproofing membrane components and accessories shall be obtained as a single-source from the membrane manufacturer to ensure total system compatibility and integrity. Soprema specifications (Or Equal) have been utilized for design purposes**

### 2.2 MATERIALS

A. **SHEET MEMBRANE WATERPROOFING: Colphene 3000 Summer Grade / Winter Grade (Or Equal) a self-adhered, cold applied waterproofing membrane composed of SBS modified bitumen and a polyethylene woven complex top sheet. The membrane has a total thickness of 60 mils. Provide rubberized asphalt membrane covered with a release sheet which is removed during installation.**

1. Properties/ Standards      **COLPHENE 3000 (Or Equal)**

a. Thickness (mm)            –        60 mils (1.5) minimum

b. Tensile strength, MD/XD (kN/m)      ASTM D5147    11.3 / 15.4 (64 / 88 lb/in) minimum

c. Ultimate elongation, MD/XD (%)      ASTM D5147    40 / 25 minimum

d. Elongation of rubberized asphalt (%)    ASTM D5147    > 1000

e. Flexibility at cold temperature (°C)    ASTM D5147    -35 (-31 °F) minimum

f. Static puncture (N)        ASTM D5602    400 (90 lb) minimum

g. Tear resistance, MD/XD (N)    ASTM D5601    375 / 400 (84 / 90 lb) minimum

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- h. Lap adhesion (N/m) ASTM D1876 2000 (11.4 lb/in) minimum
- i. Water absorption (%) ASTM D5147 0.1 max
- j. Peel resistance (N/m) ASTM D903 3500 (20 lb/in) minimum
- k. Water Vapor Permeance (ng/Pa•s•m<sup>2</sup>) ASTM E96 (Procedure B) 0.49 (0.0086 perm)
- l. Crack cycling at -32 C, 100 Cycles ASTM C836 Unaffected
- m. Resistance to hydrostatic head ASTM D5385 70 m min. (231 ft.) minimum

**B. SURFACE PRIMER:** Shall be a solvent based primer used specifically for self-adhered membranes. Primer is composed of a blend of natural resins and solvent/synthetic rubber; may be spray or roller applied.

- 1. Product: ELASTOCOL 600c. (Or Equal) Cold applied bitumen primer composed of elastomeric bitumen and volatile solvents for self-adhesive waterproofing membranes.

**a. Characteristics:**

- 1. Density at 20° C: 900 (± 50) kg/m<sup>3</sup> (9.02 (±.50) lb/ft<sup>3</sup>)
- 2. Dry Content: about 30% of weight
- 3. Flash Point ASTM D56: +25° C (77° F)
- 4. Viscosity cup #6 at 20°C (68° F): 30 to 40 Sec.

**C. SURFACE PRIMER:** Asphalt primer conforming to ASTM D 41, low VOC, California compliant.

- 1. Product: AQUADERE STICK Water Based Primer, Cold applied bitumen emulsion primer (solvent free) designed and used for self-adhesive waterproofing membranes (Or Equal)

**a. Composition:**

- 1. Physical State: Dark brown liquid.
- 2. Dry Content: 42% min.
- 3. Density at 20° C (68° F): about 1005 kg/m<sup>3</sup> (62.74 lb/ft<sup>3</sup>)
- 4. Flash Point (ASTM D 56): Non Flammable
- 5. ph. : Approx. 10ph min.

**D. PROTECTION BOARD:**

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**1. Product: SOPRABOARD Asphaltic Hardboard:** Support panel/protection board composed of two asphalt-saturated glass mat reinforcement covering a mineral-fortified asphaltic core. **(Or Equal)**

**a. Packaging:**

- i. Thickness: 3.2mm (1/8")
- ii. Board Size: 1.22 x 1.52m (4 x 5 feet)
- iii. Weight: 4.4 kg/m<sup>2</sup> (0.90 lb/ft<sup>2</sup>)

**b. Properties:**

- i. Puncture resistance (ASTM E154): 500 N (9.367 lbf-ft/in) min.
- ii. Water absorption: (ASTM D994): 0.25% min.
- iii. Compressive Strength (ASTM C472): P4.4 kg/m<sup>2</sup> (0.90 lb/ft<sup>2</sup>)
- iv. Shore hardness (ASTM C1278) : Pass

**2. ALTERNATE** as approved by Waterproofing System Manufacturer.

**E. LIQUID MEMBRANE FLASHING SYSTEM**

**1. Product: ASLAN FLASHING liquid membrane solution**

**a. Properties:**

- i. Peak Load @ 73°F (23°C) avg., (ASTM D 412 (Dumbbell)): 368 psi (2.5 MPa)
- ii. Elongation @ Peak Load (ASTM D 412 (Dumbbell)): 672% min.
- iii. Tear Resistance (ASTM D 903): 23.0 lbf (min.)
- iv. Water Vapor Transmission (ASTM D 1653): 11 perms (min.)
- v. Shore A Hardness (ASTM D 2240): 74 (min.)
- vi. Low Temperature Flexibility (ASTM D 5147 Section 11): -15°F (-26°C) (min.)

**2. Product: ASLAN POLYFLEECE polyester reinforcement fabric**

**a. Properties:**

- i. Fiber Content: 100% polyester
- ii. Construction: stitch bond.
- iii. Weight: 2.4 oz. per square yard (min.)
- iv. Widths: 4 Inch, 6 inch, and 8 inch.

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- v. Thickness (average): 30 mils (min.)
- vi. Grab Tensile MD/XD (ASTM D5034): MD 44 lb. / XD 25 lb.
- vii. Mullen Burst: 70 psi

**F. ACCESSORY PRODUCTS:**

1. Product: COLPHENE LIQUID MEMBRANE, two component, elastomeric, solvent free, cold applied material. Designed to be used as a fillet and/or reinforcement under Colphene 3000 Waterproofing membrane at inside and outside corners, penetrations/projections and membrane terminations (Or Equal).

**a. Components:**

- i. Isocyanates, Reaction product of polyol with Methylenediphenyl diisocyanate, 40-60 %
- ii 4,4'-methylenediphenyl diisocyanate, 15-40 %
- iii. Diisodecyl phthalate, 10-30 %
- iv. methylenediphenyl diisocyanate, isomer mixture, 5-10 %
- v. Methylenediphenyl diisocyanate, homopolymer, 1-5 %

2. Product: SBS ELASTIC CEMENT elastomeric bitumen general adhesive. (Or Equal).

- a. Meets ASTM D 4586, Type I, Class II.

**b. Components:**

- i. Bitumen
- ii. Asphalt 15-40 WT%
- iii. xylene: 10-30 WT%
- iv. Oxidized asphalt: 5-10 WT%

- 3.. Product: SBS Mastic, synthetic rubbers, plasticized with bitumen and solvents to form an edge sealant compound. (or Equal)

- a. Meets ASTM D 4586, Type I, Class II.

**b. Components:**

- i. Synthetic Rubber
- ii. Asphalt 15-40 WT%

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iii. xylene: 10-30 WT%

iv. Oxidized asphalt: 5-10 WT%

4. Product: SOPRAMASTIC SP2, Multipurpose, one part urethane sealant, edge sealant and caulking compound. (Or Equal)

a. Properties (Typical Uncured):

i. Gun Grade (ASTM C 679): Zero Slump

ii. Viscosity (Brookfield RVF TF Spindle, 4 RPM, 73°F (23°C) ): 1,200,000 cp ± 400,000 cp

iii. Density (ASTM D 1475): 11.8 ± 0.2 lb per gallon

b. Properties (Typical Cured)

i. Elongation at Break (ASTM D 412): 290% min.

ii. Tensile Strength (ASTM D 412): 330 psi min.

iii. Shear Strength (ASTM D 1002): 380 psi. min.

iv. Hardness Shore A (ASTM C 661): 45 min.

v. Low Temperature Flex (ASTM D 816: PASS -10°F (-23° C) ¼ inch mandrel

vi. Shrinkage: No Visible shrinkage after 14 days

vii. Service Temperature: -40 to 200°F (-4 to 93°C)

5. Termination Bar: Extruded stainless steel, 1" wide by .098" thick with sealant edge and fastener holes at maximum 12" centers.

a. Product: As approved by Membrane Manufacturer

6. Elastomeric, one step (two part) VOC compliant, solvent free quick setting foamable adhesive.

7. Filter Fabric: Needle punched-non woven geotextile.

a. Product: Mirafi 140N (Or Equal).

i. Mechanical Properties (Roll Value):

1. Grab Tensile Strength, MD-XD, Units: lbs (N), (ASTM D 4632):  
MD 120 (534) – XD 120 (534)

2. Grab Tensile Elongation, MD-XD, (ASTM D 4632):  
MD 50% – XD 50%

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3. Trapezoid Tear Strength, MD-XD, Units: lbs (N), (ASTM D 4533):  
MD 50 (223) – XD 50 (223)
4. California Bearing Ratio (CBR) Puncture Strength, Units: lbs (N),  
(ASTM D6241): 310 (1380)
  - ii. Apparent Opening Size (AOS), Units: U.S. Sieve (mm) (ASTM D4751):  
70 (0.212)
  - iii. Permittivity, Unit:  $\text{sec}^{-1}$  (ASTM D4491): 1.7
  - iv. Flow Rate, Units:  $\text{gal}/\text{min}/\text{ft}^2$  ( $\text{l}/\text{min}/\text{m}^2$ ) (ASTM D4491): 135 (5500)
  - v. UV Resistance (at 500 Hours) Unit: % Strength Retained (ASTM D4355): 70

### PART 3 – EXECUTION

#### 3.1 SURFACE INSPECTION

- A. The Vendor shall examine the substrates and other conditions under which this work is to be performed. Should any circumstances detrimental to the proper completion of the work, or deficiencies be determined, the Owner or Vendor shall be given written notice of the unsatisfactory condition. Do not proceed with the installation of the specified waterproofing assembly until all surface deficiencies and unsatisfactory conditions have been corrected.
- B. All concrete surfaces must be finished with a wood float or wood trowel; very smooth surfaces (e.g. surfaces finished with a steel trowel) must be scarified, profiled or etched prior to installation of the waterproofing membrane to ensure proper bonding.
- C. Verify that concrete has cured and aged for minimum time period recommended by membrane manufacturer.
- D. Verify that substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D-4263.
- E. Determinations of bond strength and moisture content are the responsibility of the Vendor and shall be performed periodically by the Vendor throughout the course of work.
- F. Do not install materials in conditions of inclement weather.

#### 3.2 SURFACE PREPARTION

- A. Refer to manufacturer's literature for requirements for preparation of substrates. Surfaces shall be structurally sound and free of voids, spalled areas, loose aggregate, and sharp protrusions. Remove contaminates such as grease, oil and wax from exposed surfaces. Remove dust, dirt, loose stone, and debris. Use repair materials and methods which are acceptable to manufacturer of sheet membrane waterproofing. Meet requirements detailed in

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ASTM D 5295 "Preparation of Concrete Surfaces for Adhered (Bonded) Membrane Waterproofing Systems".

**B. Cast-In-Place Concrete Substrates:**

1. Do not proceed with installation until concrete has properly cured and dried (minimum 7 days for normal structural concrete poured on a vented deck and minimum 14 days for lightweight structural concrete). Horizontal slabs should be sloped for positive drainage.
3. Repair substrate irregularities and imperfections, grouting and sealing joints and transitions as required to finish flush with surrounding surface areas.
4. All concrete shall be smooth and free of voids. All areas shall be free of honeycombs, sharp protrusions, fins, laitance, and will be free of damaged, spalled, areas.
5. Grind irregular construction joints to suitable flush surface. Dissimilar materials must receive a reinforcing membrane.

**C. Masonry Substrates:** Apply waterproofing over concrete block and brick with smooth trowel-cut mortar joints or parge coat.

**D. Wood Substrates:** Apply waterproofing membrane over securely fastened, sound surface. All joints and fasteners shall be flush to create a smooth surface.

**E. Related Materials:** Treat joints and install flashing as recommended by waterproofing membrane manufacturer.

### 3.3 MEMBRANE INSTALLATION

**A. GENERAL :** Refer to membrane manufacturer's literature for recommendations on installation, including but not limited to the following:

1. Apply primer by spray or roller at a rate recommended by the membrane manufacturer.
  - i. Recoat areas not waterproofed if contaminated by dust. Allow to dry per membrane manufacturer's recommendations.
2. All joints are to have been properly grouted, sealed and to have received the appropriate water stop as required. All such materials are to be fully cured and functioning as the primary joint seal, prepared to receive the waterproofing membrane. These joints, control joints, and any crack over 1/16" wide will be void free and stripped in with a 9" wide strip of Colphene 3000 membrane (**Or Equal**).
3. Tee joints that occur during installation of the membrane will be coated 6" in all directions with a bed of troweled Colphene Liquid Membrane (**Or Equal**), and as necessary to assure all lap edges in the tee-joint will remain sealed. An additional layer of Colphene 3000 membrane (**Or Equal**) may be required to be embedded in the Colphene Liquid Membrane (**Or Equal**) and extend past the joint 6" in all directions.



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4. After cleaning, removal of all loose materials and proper surface preparation, all cuts, tears, abrasions, poor seam adhesion, and slit blemishes, fishmouths, wrinkles, and all other imperfections will be repaired with Colphene 3000 membrane **(Or Equal)** extending 6" in all directions from the point of repair. The edges of this patch will receive a trowel application of Colphene Liquid Membrane **(Or Equal)**, Sopramastic SM-1**(Or Equal)**, SBS Mastic **(Or Equal)**, SBS Elastic Cement **(Or Equal)**, or Alsan Flashing **(Or Equal)**.

**B. VERTICAL INSTALLATION:**

1. Footer and all angle changes, (vertical wall to horizontal deck substrate; and inside corners, wall to wall) will receive a bead of Colphene Liquid Membrane **(Or Equal)** (Need to provide the characteristics of an or Equal product) applied to extend 3" onto the vertical wall and 3" onto the horizontal deck. Install a 12" width of Colphene 3000 **(Or Equal)** (Need to provide the characteristics of an or Equal product)

as a reinforcement membrane centered 6" up the wall and 6" onto the footer/deck (wall to wall is to be centered 6" onto one wall and 6" onto the opposing wall). Apply pressure to insure membrane is fully adhered and sealed tightly. Outside corners will receive a 12" width of Colphene 3000 as a reinforcement, wrapping the corner 6" in each direction (Colphene Liquid Membrane **(Or Equal)** (Need to provide the characteristics of an or Equal product)

is not required). Corners must be tightly seated and sealed from the finished side with Colphene Liquid Membrane **(Or Equal)** (Need to provide the characteristics of an or Equal product)

as required. As the field membrane is installed, ensure all reinforcement membrane is covered, providing a full two ply finished assembly. All perimeter wall terminations are required and must meet local building code requirements and Membrane System Manufacturer Approved Details.

2. Install Colphene 3000 **(Or Equal)** (Need to provide the characteristics of an or Equal product)

membrane with 3" minimum side laps, 6" minimum end laps, in maximum 8' lengths. Roll in place using firm pressure with a hand roller. Ensure that all laps are firmly and smoothly adhered and that there are no voids or fishmouths. Trowel a bead of Colphene Liquid Membrane **(Or Equal)** (Need to provide the characteristics of an or Equal product)

, Sopramastic SM-1**(Or Equal)**, SBS Mastic **(Or Equal)**(Need to provide the characteristics of an or Equal product)

), or SBS Elastic Cement **(Or Equal)** (Need to provide the characteristics of an or Equal product)

to all horizontal and all vertical terminations at the end of each day, and to laps that occur within 12" of a corner.

3. All penetrations are to be firmly anchored from the interior, immobilized and grouted flush to eliminate voids. Install Colphene 3000 **(Or Equal)** to within ½" of the penetration. Apply a continuous bead of Colphene Liquid Membrane **(Or Equal)** at the base of the penetration extended onto the vertical wall 3" and onto the penetration 12" minimum. Option: Alsan Flashing **(Or Equal)** is

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accepted and approved for all penetration flashing and detailing. Install Colphene 3000 (Or Equal) to within ½" of the penetration and apply Alsan H-80 Primer (Or Equal) (Need to provide the characteristics of an or Equal product)

if needed. Apply Alsan Flashing base coat (Or Equal) (Need to provide the characteristics of an or Equal product)

extended onto the wall 4" and a minimum of 12" onto the penetration. Embed 6" wide reinforcing strip of Alsan Fleece (Or Equal), Need to provide characteristics of an or Equal product extended 3" onto the wall and 3" out onto the penetration. Apply Alsan Flashing (Or Equal) Need to provide characteristics of an or Equal product top coat extended 4" onto the wall and onto the penetration 12" minimum.

4. Terminations: Membrane shall be terminated in accordance with Membrane System Manufacturer Approved Details. Colphene 3000 (Or Equal) membrane will be terminated at or above grade by firmly seating and sealing top edge of the sheet, and applying a bead of Sopramastic SM-2 (Or Equal) (Need to provide the characteristics of an or Equal product)

at the top edge of the sheet. The extruded aluminum termination bar will be fastened with appropriate, approved fasteners on not less than 12" centers. The termination bar must provide constant, adequate, even pressure to hold the membrane in place. Add additional fasteners as conditions (and assembly) require. Sopramastic SM-2 (Or Equal) will be applied in the sealant ledge of the termination bar.

### 3.4 DRAINAGE / PROTECTION BOARD INSTALLATION

#### A. HORIZONTAL INSTALLATION:

1. Install the specified drainage layer directly on the waterproofing membrane with the filter fabric up, according to membrane manufacturer's written instructions. Use methods that do not penetrate the waterproofing assembly. Abut the drainage panels and overlap the shiplap filter fabric over the adjacent board. Carefully cut the drainage panels to fit the surface, ensuring that the waterproofing membrane is not damaged. Protect installed drainage panels during subsequent construction.

#### B. VERTICAL INSTALLATION:

1. Place and secure prefabricated drainage panels with the filter fabric facing away from vertical wall substrate. Use methods that do not penetrate waterproofing. Lap edges and ends of geotextile to maintain continuity. Protect installed drainage panels during subsequent construction. Install drainage panels or approved protection board in accordance with membrane manufacturer's written instructions.
2. (If required) Apply adhesive with spots 75mm (3 in) in diameter, every 900mm (36 in). Bottom panel should be supported. On the top row of protection board, apply a continuous bead of adhesive 25mm (1 in) wide to the top leading edge of the panels to be adhered. This bead will protect the adhesive spots during initial cure by limiting the flow of moisture behind the board in case of rain.

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**Note: Backfilling should commence immediately after installation of protection boards.**

### **3.5 JOB COMPLETION**

- A. Protect waterproofing from damage and wear during remainder of construction period.**
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by membrane manufacturer of affected construction.**

**END OF SECTION 071325**

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## **DIVISION 31- EARTHWORK**

### **SECTION 312000- EARTH MOVING**

#### **PART 1 GENERAL**

##### **1.1 RELATED DOCUMENTS**

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

##### **1.2 DESCRIPTION**

- A.** Work Included: Excavate and grade in the areas designated in the Contract Documents as shown on the drawings and specified herein, which shall include but not be limited to, the following:

1. Grading to establish positive drainage away from the building
2. Excavation, filling and backfilling and compaction
3. Dewatering or addition of water as required
4. Placing topsoil and finish grading

**B.** Related Sections:

1. Seeding and Mulching - Section 313400
2. Furnishing and Placing Topsoil – Section 313100

##### **1.3 REFERENCES**

- A.** General: The work shall comply with the most recent standards or tentative standards as published at the date of the contract and as listed in this specification using the abbreviation shown.

**1.** American Society for Testing and Materials (ASTM):

- a. D 698 - Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft)
- b. D 1556 – Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
- c. D 1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lb/ft<sup>3</sup>)(2,700 kN-m/m<sup>3</sup>)
- d. D 2167 – Standard Test Method for Density and Unit Weight of Soil In Place by the Rubber Balloon Method

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- f. D 2216 – Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- g. D 2487 – Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)
- h. D 2922 – Standard Test Method for Density of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth)
- i. D 2937 – Standard Test Methods for Density of Soil in Place by the Drive-Cylinder Method
- j. D 3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
- k. D 4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

2. West Virginia Department of Transportation – Road and Bridge Specifications (WVDOT):

a. Earthwork Section

1.4 DEFINITIONS

- A. Controlled Fill:** Controlled fill is fill required in all areas on which final grade is not placed on original excavated soil.
- B. Unclassified Excavation:** For the purposes of payment, material shall not be classified except for those items specifically listed in the Bid Form.
- C. Rock:** For the purposes of classified excavation, rock shall be defined as material that cannot be dislodged by a Caterpillar Model N. D-8N, heavy duty track-type tractor, rated at not less than 285 hp flywheel power and equipped with a single shank hydraulic ripper, capable of exerting not less than 45,000 lbs breakout force. Rock excavation includes up to 6 inches over-excavation below the required excavation depth. Excavated rock shall be quantified by measuring the volume of removed rock and reducing this amount by 35%. This definition of rock does not include materials such as hardpan, loose rock, concrete or other materials that can be removed by means other than drilling and blasting, but which for reasons of economy in excavating the VENDOR chooses to remove by drilling and blasting.
- D. Trench Rock:** For the purposes of classified excavation, trench rock shall be defined as material encountered in trench excavation that cannot be dislodged by a Caterpillar Model No. 215D-LC track-type hydraulic excavator, equipped with a 42-inch wide short-lip radius rock bucket, rated at not less than 120 hp flywheel power with bucket-curling force of not less than 25,000 lbs and stick-crowd force of not less than 18,000 lbs. Trench rock excavation includes up to 6 inches over-excavation below the required excavation depth. Rock shall be quantified by measuring the extent of rock in the trench, not by measuring the volume of removed rock. This definition of trench rock does not include materials such as hardpan, loose rock, concrete or other materials that can be removed by means other than drilling and blasting, but which for reasons of economy in excavating the VENDOR chooses to remove by drilling and blasting.

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- E. Unsuitable Material:** For the purposes of classified excavation, unsuitable material shall be defined as material below subgrade elevation that exhibits excessive pumping or that does not meet density requirements due to unsatisfactory material as determined by Owner's representative.
- F. Satisfactory Materials:** Materials classified by ASTM D 2487 as GW, GP, GM, GC, SW, SP, SM, SC, ML, and CL are satisfactory as fill for overlot grading and are satisfactory in-situ. Materials shall have a minimum compacted density of 95 pounds per cubic foot and a plasticity index in excess of 15.
- G. Unsatisfactory Materials:** Materials classified by ASTM D 2487 as OL, OH, MH, CH, and PT are unsatisfactory in-situ and as fill. Unsatisfactory materials also include those materials containing roots and other organic matter, trash, debris, frozen materials, and stones larger than 6 inches. Fill materials containing stones larger than 3 inches shall not be used in the uppermost 2 feet.
- H. Cohesionless and Cohesive Materials:** Cohesive materials include materials classified as GC, SC, ML, CL, MH, and CH. Cohesionless materials include materials classified in ASTM D 2487 as GW, GP, SW, and SP. Materials classified as GM and SM will be identified as cohesionless only when the minus #40 fraction has a plasticity index of zero as classified by ASTM D 4318.
- I. Degree of Compaction:** Degree of compaction is a percentage of the maximum density obtained by the test procedure presented in ASTM D 698 or ASTM D 1557 as specified, abbreviated below as a percent of laboratory maximum density.
- J. Topsoil:** Material obtained from excavations, suitable for topsoils shall consist of friable clay loam, free from roots, stones, other undesirable material and shall be capable of supporting a good growth of grass.

## 1.5 QUALITY ASSURANCE

- A. Inspection:** The VENDOR shall conduct daily inspections and more often if necessary to verify that the specifications are being met for the installation of materials.
- B. Coordination:** The VENDOR shall coordinate the work with the OWNER's Inspector by notifying the Inspector of scheduled work in advance. The VENDOR shall coordinate work with other trades whose work will be affected on the site. The VENDOR shall notify WV General Service Division at (304) 558-2440 prior to starting work and coordinate with General Services Division throughout the project.
- C. Utilities:** Prior to any excavation the VENDOR shall verify the locations of all utilities which may be in the area.
- D. Drainage:** The VENDOR shall be responsible for the proper drainage of the site during construction of the project. Water shall not be allowed to accumulate in any of the excavated areas. Storm or ground water collecting on site during construction shall be removed by pumping, ditching, or other suitable means.

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## 1.6 PROJECT CONDITIONS

**A. Existing Utilities:** Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.

1. Should uncharted, incorrectly charted, unmarked in field, or incorrectly marked in the field, piping or other utilities be encountered during excavation, **VENDOR** shall consult utility **OWNER** immediately for directions. **VENDOR** shall cooperate with **OWNER** and utility companies in keeping respective services and facilities in operation, and shall repair or arrange for repair, damaged utilities to satisfaction of utility owner.

**B. Protection of Persons and Property:** Barricade open excavations occurring as part of this work and post with warning lights.

1. The **VENDOR** shall operate warning lights as recommended by authorities having jurisdiction.
2. The **VENDOR** shall protect structures, utilities, sidewalks, pavements, trees and other facilities from damage caused by settlement, lateral movement, undermining washout and other hazards created by earthwork operations.
3. The **VENDOR** shall provide fencing around excavated areas to protect the public from harm. The **CONTRACOTR** shall fill all excavations as soon as possible to alleviate potential harm to public and maintain sides and slopes of excavations in a manner such that the excavation provides safety of personnel, protection of work, and compliance with requirements of governmental agencies having jurisdiction. Except where trench banks are cut back on a stable slope, provide and maintain all sheeting necessary to protect adjoining grades and structures from caving, sliding, erosion or other damage and suitable forms of protection against bodily injury all in accordance with applicable codes and governing authorities. Comply with the most recent standards adopted by the Occupational Safety and Health Administration (OSHA).

## PART 2 PRODUCTS

### 2.1 MATERIALS

**A. Materials:** All fill materials shall be free from mud, refuse, construction debris, organic material, rock, or gravel greater than 6 inches in any dimension, frozen or otherwise unsuitable material. Materials for fills shall be secured from excavation after rejection of any unsuitable materials. Materials from other sources may be used upon approval by the Owner's representative. Fill materials in the uppermost 2 feet shall not have any rocks larger than 3 inches in diameter.

**B. Borrow:** Material for use in replacing undercut areas or in construction of embankments shall be approved by the Owner and obtained from approved sources.

**C. Rock:** Rock shall be removed to a minimum depth of 12 inches below the subgrade elevation. The excavated area shall be brought up to subgrade with approved material placed and compacted as described herein.

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- D. **Unsuitable Materials:** Areas that exhibit excessive pumping or that do not meet density requirements due to unsuitable material as determined by Owner shall be undercut and replaced with approved material in accordance with **PART 3, EXECUTION.**

### **PART 3 EXECUTION**

#### **3.1 TOPSOIL**

- A. **Conservation of Topsoil:** Topsoil shall be removed as required without contamination with subsoil and stockpiled convenient to areas for later application or at locations specified. Any surplus of topsoil from excavations and grading shall be stockpiled in location approved by the OWNER. A silt fence shall be installed on the downslope side and the stockpiles seeded.
- B. **Placing Topsoil:** On areas to receive topsoil, the compacted subgrade shall be scarified to a 2 inch depth for bonding of topsoil with subsoil. Topsoil then shall be spread evenly and graded to the elevations and slopes shown. Topsoil shall not be spread when frozen or excessively wet or dry. All areas disturbed by work in this project shall be seeded in accordance with the seeding specification.

#### **3.2 EXCAVATION**

- A. **Excavation:** Excavation shall be unclassified except for those items specifically indicated in the Bid Form. After topsoil removal has been completed, excavation of every description, regardless of material encountered, within the grading limits of the project shall be performed to the lines and grades indicated. Satisfactory excavation material shall be transported to and placed in fill areas within the limits of the work. All unsuitable material including any soil which is disturbed by the VENDOR's operations and surplus material shall be disposed of at locations off site secured by VENDOR and approved by the OWNER. Excavations carried below the depths indicated, shall, except as otherwise specified, be refilled to the proper grade with satisfactory material as directed. All additional work of this nature shall be at the VENDOR's expense, unless otherwise provide for in the Bid Form. Excavations and filling shall be performed in a manner and sequence that will provide drainage at all times. Excavations shall be kept free from water while construction therein is in progress. If the VENDOR fails to provide adequate drainage and any material becomes soft or otherwise unsuitable as a result, such material shall be removed and replaced with satisfactory on-site material or borrow material from approved sources, or shall be dried and re-compacted as directed by the Owner's representative at no additional cost to the OWNER.
- B. **Unauthorized Excavation:**
1. **Unauthorized excavation** consists of removal of materials beyond indicated subgrade elevations or dimensions without specific instruction for the OWNER or the Owner's representative.
    - a. Under footings or foundations, fill unauthorized excavations by extending the indicated bottom elevation of the footing or base to the unauthorized excavation bottom, but in no way altering the required top elevation.
    - b. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations, unless otherwise directed by the Owner's representative.



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### 3.3 FILL

A. Preparation of Ground Surface for Fill: All vegetation such as roots, brush, heavy sods, heavy growth of grass, and all decayed vegetative matter, rubbish, and other unsatisfactory material within the area upon which fill is to be placed, shall be stripped or otherwise removed before the fill is started. In no case will unsatisfactory material remain in or under the fill area. The areas shall then be scarified to a depth of at least 6 inches, moistened or aerated as required and compacted with vibratory rollers, pneumatic rollers, sheepsfoot rollers or other mechanical means acceptable to the Owner. Sloped ground surfaces steeper than one vertical to four horizontal on which fill is to be placed shall be plowed, stepped, benched, or broken up, as directed, in such manner that the fill material will bond with the existing surface. Prepared surfaces on which compacted fill is to be placed shall be wetted or dried as may be required to obtain the specified moisture content and density.

B. Fills and Embankments: Fills and embankments shall be constructed at the locations and to lines and grades indicated. The completed fill shall conform to the grading plan indicated. Approved material obtained during excavation may be used in forming required fill. Fill shall be satisfactory material and shall be free from roots, other organic material. No frozen material will be permitted in the fill. Stones having a dimension greater than 3 inches shall not be permitted in the upper 2 feet of fill or horizontal embankment.

1. The material shall be placed in successive horizontal layers of 8 inches in loose depth for the full width of the cross section and shall be compacted as specified.

2. Each layer shall be compacted before the overlaying lift is placed. Moisture content of the fill or backfill material shall be adjusted by wetting or aerating as necessary to provide the moisture content specified.

### 3.4 COMPACTION

A. Subgrade Compaction: The cut subgrade material shall be compacted to 90 percent of its maximum dry density as determined by ASTM D 698. The moisture content should be within +/- 5 percentage points of the material's optimum as determined by ASTM D 2216.

B. Compaction: Each layer of the fill shall be compacted to at least 90 percent of the maximum theoretical density as determined by ASTM D 698. Moisture content shall be within +/- 3 percent points of optimum as determined by ASTM D 2216.

### 3.5 FINISHED GRADES

A. General: All areas covered by the project, including excavated and filled sections and adjacent transition areas, shall be uniformly smooth-graded. The finished surface shall be reasonably smooth, compacted, and free from irregular surface changes. The degree of finish shall be that ordinarily obtainable from blade-grader operations, except as otherwise specified. Ditches and gutters shall be finished to permit adequate drainage.

B. Unsatisfactory Material: Soft or otherwise unsatisfactory material shall be replaced with satisfactory excavated material or other approved materials.

C. Finished Elevations: Low areas resulting from removal of unsuitable material or from excavation of rock shall be brought up to required grade with satisfactory materials, and the

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entire area shall be shaped to line, grade, and cross section and shall be compacted as specified.

**3.6 PROTECTION**

- A. **Site Preservation:** The VENDOR shall protect newly graded areas from traffic and from erosion, and any settlement or washing away that may occur from any cause, prior to acceptance, shall be repaired and grades reestablished to the required elevations and slopes. All work shall be conducted in accordance with the State of WV Erosion Control provisions.
- B. **Seeding:** All areas disturbed by work in this project shall be topsoiled and seeded in accordance with the seeding specifications.

**3.7 FIELD QUALITY CONTROL**

- A. **Visual Inspection:** Upon completion of all excavation of unsuitable material, and for all footings, the Owner shall visually inspect the subgrade and excavations.
- B. **Proof Rolling:** Following visual inspection, VENDOR shall demonstrate to the Owner that the exposed subgrade does not contain previously unidentified soft areas by proof rolling. Proof rolling shall consist of rolling the entire surface with approved mechanical equipment while observing the subgrade for displacement or deformation.

**END OF SECTION 312000**

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## **DIVISION 31- EARTHWORK**

### **SECTION 313100- FURNISHING AND PLACING TOPSOIL**

#### **PART 1 GENERAL**

##### **1.1 RELATED DOCUMENTS**

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

##### **1.2 DESCRIPTION**

A. This work shall consist of acquiring sites outside the right-of-way from which topsoil can be obtained and the hauling and placing of such material, or hauling and placing of topsoil from stockpiles within the right-of-way, all in accordance with these Specifications and at locations on the Plans or designated by the Owner's Representative.

#### **PART 2 MATERIALS**

##### **2.1 MATERIALS**

A. Topsoil shall consist of the uppermost layers of fertile and friable soil that contains humus material. This material varies in thickness in accordance with soil groups and usually possesses a darker color than the subsoil. The texture of the topsoil may vary within the range of natural loam, silty clay loam, and sandy loam. Acceptable topsoil shall contain organic matter in the range of 1.5% to 20%.

#### **PART 3 CONSTRUCTION METHODS**

##### **3.1 STRIPPING TOPSOIL**

A. Prior to removal from the site, the soil will be tested by the Division to determine the humus and nutrient value. Care shall be exercised as to the depth of stripping, and any loads with an excess of subsoil shall be discarded. The Contractor shall mow or otherwise remove all heavy grass, weeds, or other vegetation over the areas before stripping. Approval by the Owner's Representative must be obtained prior to transporting any material from the stripping site.

##### **3.2 TRANSPORTING**

A. Topsoil material shall not be placed until the entire roadway (including surfacing) has been completed, unless otherwise provided for on the Plans or approved in writing. During hauling operations, the surface of the highway shall be kept reasonably clean to avoid creating a traffic hazard.

##### **3.3 PLACING AND MANIPULATING**

A. Areas to be topsoiled shall be brought reasonably close to the lines and grades shown on the Plans or established by the Owner's representative.

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- B. The Contractor shall scarify the surface of the subsoil before the topsoil is placed, unless otherwise permitted, for bonding the topsoil layer with the subsoil.
- C. Satisfaction shall be accomplished by disking, harrowing, raking, or other approved methods. Depressions and ridges formed by construction equipment, during final grading or scarifying, shall be parallel to the contours.
- D. Topsoil shall not be spread to a greater depth than that required to make the work conform to the natural terrain after shrinkage and settlement have taken place. After spreading the soil, all deleterious material (large lumps or clods, brush, litter, or other foreign material, and stones exceeding 2 inches (50 mm) approximately in any dimension) shall be raked up and removed from the site.
- E. The Contractor shall take all reasonable precautions to avoid injury to existing plant growth, structures, and roadway surface.

### 3.4 METHOD OF MEASUREMENT

- A. The quantity of work done will be measured in cubic yards of "Furnishing and Placing Topsoil" or "Placing Stockpiled Topsoil", which shall be the material actually removed from the previously selected site or sites outside the right-of-way from stockpiles within the right-of-way, and acceptably placed and spread on the areas designated to receive it, as determined from the net total of load tickets of vehicles.

### 3.5 BASIS OF PAYMENT

- A. The quantities, determined as provided above, will be paid for at the contract unit prices bid for the items listed below, which prices and payments shall be full compensation for furnishing all the materials and doing all the work prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, supplies, and incidentals necessary to complete the work.
- B. No separate payment will be made for stripping topsoil within the right-of-way limits and transporting or stockpiling of such material.

### 3.6 PAY ITEMS

FWHA ITEM #	DESCRIPTION	UNIT
651001-*	Furnishing and Placing Topsoil	Cubic Yard
651002-*	Placing Stockpiled Topsoil	Yard

\*Sequence number

END OF SECTION 313100

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**DIVISION 31- GENERAL REQUIREMENTS**

**SECTION 313400- SEEDING AND MULCHING**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the contract including General, Supplemental and Special Conditions sections apply to work of this section.

**1.2 DESCRIPTION**

- A. This work shall cover all operations incidental to the establishment of grass and legume vegetation, including the furnishing and sowing of seed, furnishing and applying fertilizer, agricultural limestone, and mulch material, all in accordance with these Specifications and at locations indicated on the Plans or designated by the Owner's Representative.

**PART 2 PRODUCTS**

**2.1 MATERIALS**

- A. Materials shall be of the highest commercial grade.
- B. Temporary seeding, such as annual ryegrass (Italian ryegrass) and weeping lovegrass, used in the seed mixtures B, C, or D, shall be of a commercial grade meeting the requirements of the State Seed Law. Temporary seed labeled with the notation "germination below standard" shall not be used. Temporary seed shall not be used after one year from date of germination test shown on the label.
- C. Seed other than that specified above shall meet the requirements of 3.3, C. below.
- D. Asphalt for anchoring mulch shall be of a commercial grade.
- E. Topsoil, if called for, shall conform to the requirements in Section 313100. All materials will be subject to approval or rejection, in part or in whole.

**PART 3 CONSTRUCTION METHOD**

**3.1 SEASON OF WORK**

- A. Permanent seeding or second and third seeding following the original seeding, under Section 313100, shall be performed between the dates of March 1 to June 15 and August 1 to October 15. Seeding shall be applied following construction at any time the weather will allow seeding equipment to operate; without regard to seasons.

**3.2 AREA PREPARATION FOR SEEDING AND MULCHING**

- A. Seeding and mulching shall not be applied until the specified areas have been brought to lines and grades shown on the Plans. Topsoil, when called for, shall be spread to the depths indicated on the Plans.

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- B. The application rate for agricultural limestone will be determined by a pH test after cuts and embankments are completed just prior to seeding. The Plans will show the estimated tons of lime needed for the job based on general knowledge of the soils in the area.
- C. Interchanges, medians and similar areas with 3 to 1 slope or flatter, excluding areas involving subsurface drainage from base course material, shall be scarified sufficiently to produce a seed bed as directed by the Owner's Representative. All large sticks, brush, loose roots, stones exceeding 2 inches approximately in any dimension, and other debris shall be removed prior to seeding operations. The area shall be back dragged to eliminate depressions, ruts, or equipment track marks on slopes. Seed bed preparation will not be necessary on slopes steeper than 3 to 1.
  - 1. Preparation of Lawn Type Area for Seeding: All areas to be seeded to "Type C-2" lawn mixture, and "Type C-1" mixture in rest areas shall be fine graded. The finished grade shall be uniform and free of irregularities or water pockets. The finished grade shall be free of weed and plant growth, stones over 1 inches in diameter, or other debris. This debris will be disposed of as directed by the Owner's Representative. Immediately prior to seeding, all areas shall be cultivated to provide a reasonably firm but friable seedbed. The depth of tillage shall be 3 inches or as directed by the Owner's Representative. Limestone as required and fertilizer as specified shall be worked into the upper 3 inches of the seedbed before seeding.

3.3 SOWING SEED

- A. Immediately following area preparation, seed shall be sown. Legume seed shall be inoculated with approved cultures, in accordance with the instruction of the manufacturer. When using a hydroseeder, the inoculants shall be increased to five times the normal rate.
- B. Seed shall be sown by approved methods which provide for uniform distribution of seed. Rates of application and type of seed mixture shall be in accordance with Table 2.1.1 unless otherwise specified on the Plans.
- C. For lawn areas, the broadcast seeding shall be made in two applications, using one half the seed each time and the second sowing to be at right angles to the first.

After broadcasting or otherwise applying the seed, the seedbed shall be firmed by means of a roller or cultipacker.

SEED MIXTURES

Variety of Seed	Type B	Type C		Type D	Type L
	Medians, Shoulders (Ditch Slope) Waterways, and Mowable Areas of	C-1	C-2	Cut and Fill Slopes  ***** (Including Benches and Bifurcated Median)	

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	Interchange	Coarse Lawn Grass	Fine Lawn Grass		
		***** For Use in Urban and Rest Area Locations	***** For Use where a Fine Lawn is Desired		
	Lb. per acre	Lb. per acre	Lb. per acre	Lb. per acre	
Kentucky31 fescue	65	45		20	
Red fescue (Pennlawn)	20	20	20	20	41
Kentucky bluegrass		25	40		
Merion bluegrass			30		
Crownvetch				20	
Hard Fescue Mixture ****					63
White Dutch Clover	3				
Annual ryegrass August 1 to May 15 OR Weeping Lovegrass May 15 to August 1	7 3	7 3	7	7 3	12 5

\*Areas will be considered mowable when slopes are 3 to 1 or flatter. Type C-1 and C-2 seed mixtures shall be used in all urban, suburban, and rest areas where lawn type turf is desired with moving maintenance intended. C-2 lawn mixture shall be used along sidewalks, adjacent to private lawns.

\*\*\* All combination of approved certified varieties with no one variety exceeding 50% of the total hard fescue component.

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1. Re-seeding, Re-fertilizing and Re-mulching: Any area failing to establish a stand due to weather conditions or adverse soil conditions shall be re-seeded, re-fertilized and re-mulched as directed by the Owner's Representative.

### 3.4 APPLYING MULCH AND FERTILIZER

- A. General: Whenever permanent or temporary seeding is made on bare soil or newly completed construction work, the following criteria shall be followed in regard to mulching.
- B. Straw mulch (including hay) shall be used on all areas and slopes 1 1/2" to 1 or flatter. Wood cellulose fiber mulch shall be used on cut slopes steeper than 1 1/2" to 1. The Owner's Representative may make adjustments in the type of mulch to meet local conditions on the job.
- C. When using straw mulch, the mulch shall be anchored with an acceptable binder as described in Section 3.5 below. The sequence of application, when using straw mulch shall be as follows:
  1. Seed and fertilizer shall be sown prior to mulching.
  2. Mulch and mulch binder shall be placed within 24 hours of sowing seed.
- D. When permanent seeding follows a temporary cover crop, wood cellulose fiber mulch shall be used and the quantity of mulch shall be determined by the amount of living and dead plant residue on the soil surface in accordance with Section 3.6, B. below.
- E. Where the temporary seeding has been destroyed by subsequent Work, the mulch will be the same type and amount as required for bare soil or new Work.

### 3.5 STRAW MULCH

- A. Straw shall be applied at the rate of approximately two tons per acre. The straw mulch may be anchored with 100 gallons of asphalt per acre. The asphalt may be sprayed on the straw as it leaves the blower or it may be applied in a separate operation. The Contractor shall be responsible for any damage to the structures from the asphalt spray.
- B. Straw mulch around buildings, sidewalks or other structures may be held in place with a form of netting or may be sprayed with asphalt by hand while protecting the structures from the asphalt spray.
- C. Other types of chemical mulch binders may be substituted for asphalt material. These mulch binders shall be applied according to the manufacturer's specifications through the asphalt spray system or by an agricultural crop sprayer.

### 3.6 HYDRAULIC APPLICATION OF WOOD CELLULOSE FIBER AS MULCHING AGENT

- A. Equipment: Hydraulic equipment shall be used for the application of a slurry of fertilizer, seed, prepared wood cellulose fiber, and water. This equipment shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry of the specified amount of fiber, fertilizer, seed, and water. The slurry distribution lines shall be large enough to prevent stoppage. This discharge line shall be equipped with a set of



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hydraulic spray nozzles which will provide even distribution of the mixture or slurry in the various areas to be seeded.

The slurry tank shall have a minimum capacity of 1,000 gal. and shall be mounted on a traveling unit which may be either self-propelled or drawn, with a separate unit which will place the slurry tank and spray nozzles within sufficient proximity to the areas to be seeded to provide uniform distribution without waste.

- B. Preparation of Slurry and Application of Fertilizer, Seed, and Mulch:** Wood cellulose fiber shall be applied at a minimum rate of 1,500 lbs. net dry weight per acre when seeding bare soil or new construction. When seeding into a residue or growth where temporary seeding has previously been performed, the rate will be determined by the Owner's Representative, usually 1,000 lbs. net dry weight per acre. The seed, fertilizer, wood cellulose fiber, and water shall all be combined into the slurry tank for distribution of all ingredients in one operation by the hydraulic seeding method. The agitator shall be operating at a rate sufficient to keep all materials in suspension at the time such material is added. Seed shall be added first, shall be thoroughly mixed, and the fertilizer then added and put into suspension. When the tank is 40 percent full, the mulch material may be added and shall be in complete suspension by the time the tank is 75 percent full. Such increased mixing speed as is necessary for putting the entire admixture in suspension shall be maintained until the tank is emptied. Spraying may commence at such time as the full complement of water has been mixed into the slurry. It is the intent of a homogenous mixture of suspended solids in the tank until the tank is emptied.
- C. Fertilizer:** This kind and amount of fertilizer per acre shall consist of any type with 1-2-1 ratio (nitrogen, phosphoric acid, and potash) providing the minimum nutrient equivalent of 1,000 lb. of 10-20-10. In addition, 300 lb. per acre of slow release urea formaldehyde fertilizer shall be added whenever second step seeding and fertilizing is not feasible due to the Contract completion date. When hydraulic seeding methods are used, the fertilizer shall be applied concurrently with the seeding and mulching operation as part of the slurry mix. When commercial fertilizer is applied by the spray or hydraulic method, it need not be worked into the soil. Fertilizer applications for second and third step seeding shall be in accordance with 3.8.
- D. Wood Chips:** Wood chips, recovered from clearing and grubbing operations, or bark will be acceptable as a mulch for seeding and shall be used at a rate of 35 cubic yard per acre in lieu of straw or hay.

### 3.7 MAINTENANCE OF SEEDED AND MULCHED AREAS

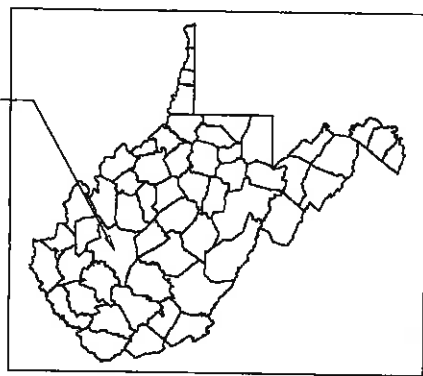
- A.** The Contractor shall maintain all seeded areas until final acceptance of the project. All areas shall be protected from equipment traffic and any damaged areas shall be repaired and re-seeded.

**END OF SECTION 314100**



# THE CULTURE CENTER SELECTIVE REPAIRS: BELOW-GRADE WATERPROOFING MEMBRANE

CHARLESTON, WV



FEBRUARY 10, 2016



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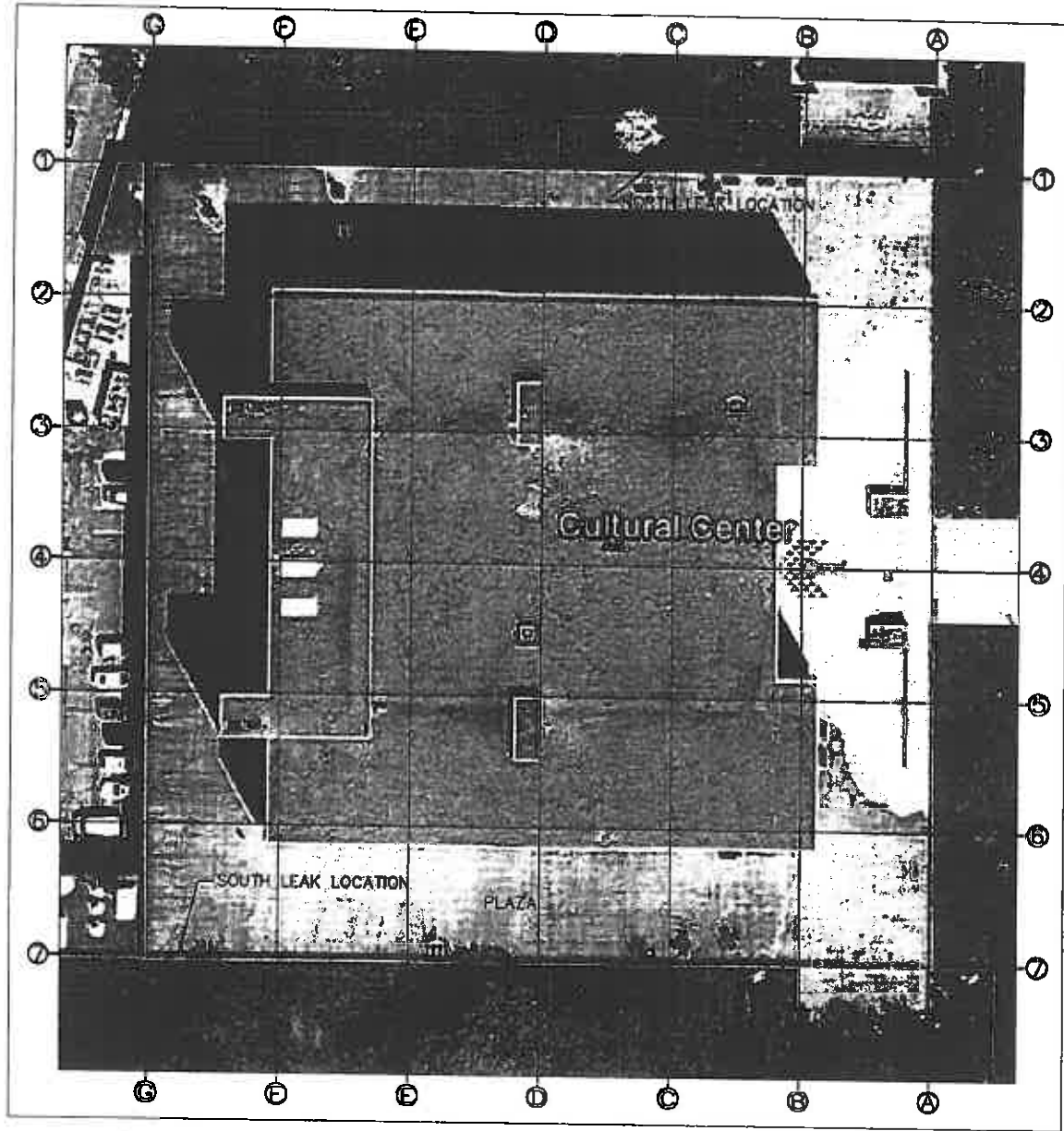
Dial 811 or  
800.245.4848  
www.WV811.com

WEST VIRGINIA 811  
1-800-245-4848

THE LOCATION OF ALL UTILITIES (ABOVE OR BELOW GROUND) SHOWN ON THIS DRAWING ARE APPROXIMATE. THE STATE OF WEST VIRGINIA DOES NOT GUARANTEE THAT LOCATIONS ARE CORRECT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE LOCATIONS OF EXISTING UTILITIES (ABOVE OR BELOW GROUND) AND TO NOTIFY THE RESPECTIVE UTILITY OWNERS BEFORE BEGINNING ANY WORK.

West Virginia Division of Culture and History  
1900 Kanawha Boulevard East  
The Culture Center / Building 9  
Charleston, West Virginia 25305

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



THE CULTURE CENTER  
BUILDING PLAN



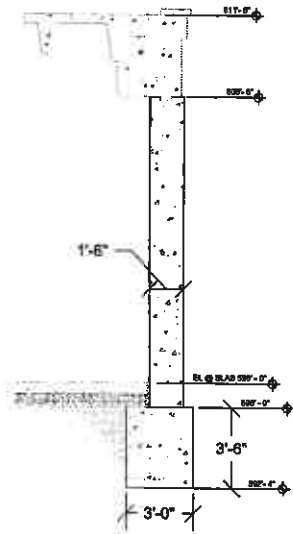
THE CULTURE CENTER  
SELECTIVE REPAIRS: BELOW-GRADE  
WATERPROOFING MEMBRANE

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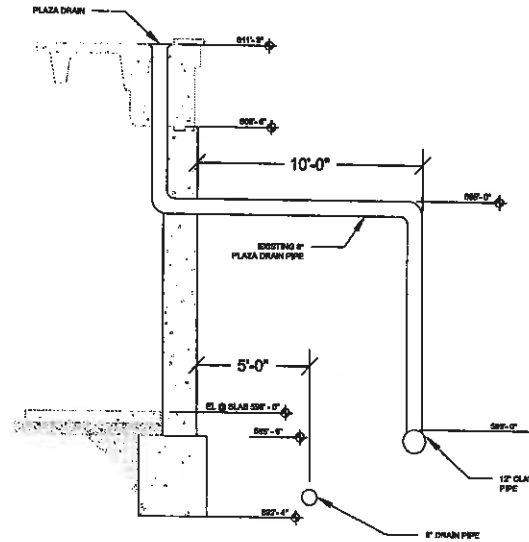


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FEBRUARY, 10, 2016  
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By: EC  
Mark Lynch





**TYPICAL GRADE BEAM  
& WALL SECTION**



**PLAZA DRAIN & STORM  
DRAIN PIPE DETAIL**

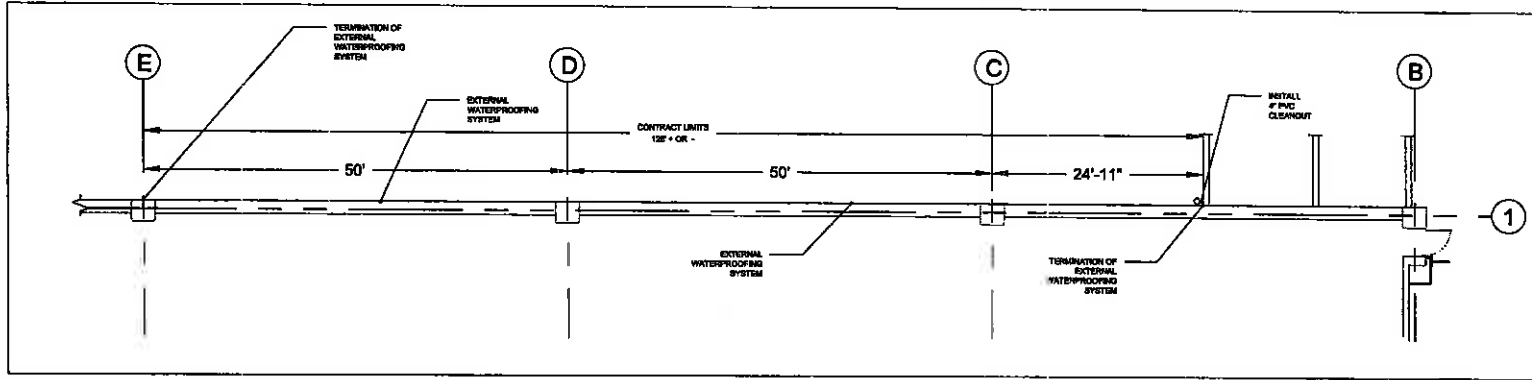
SELECTIVE REPAIRS: BELOW-GRADE  
WATERPROOFING MEMBRANE  
PLAZA DRAIN & STORM DRAIN PIPE DETAIL

FACILITY DEVELOPMENT UNIT  
1000 COMMONWEALTH AVENUE, SUITE 200  
CHARLESTON, WV 25305  
PHONE: 304-558-0220  
FAX: 304-558-2779  
WWW.WVONLINE.GOV

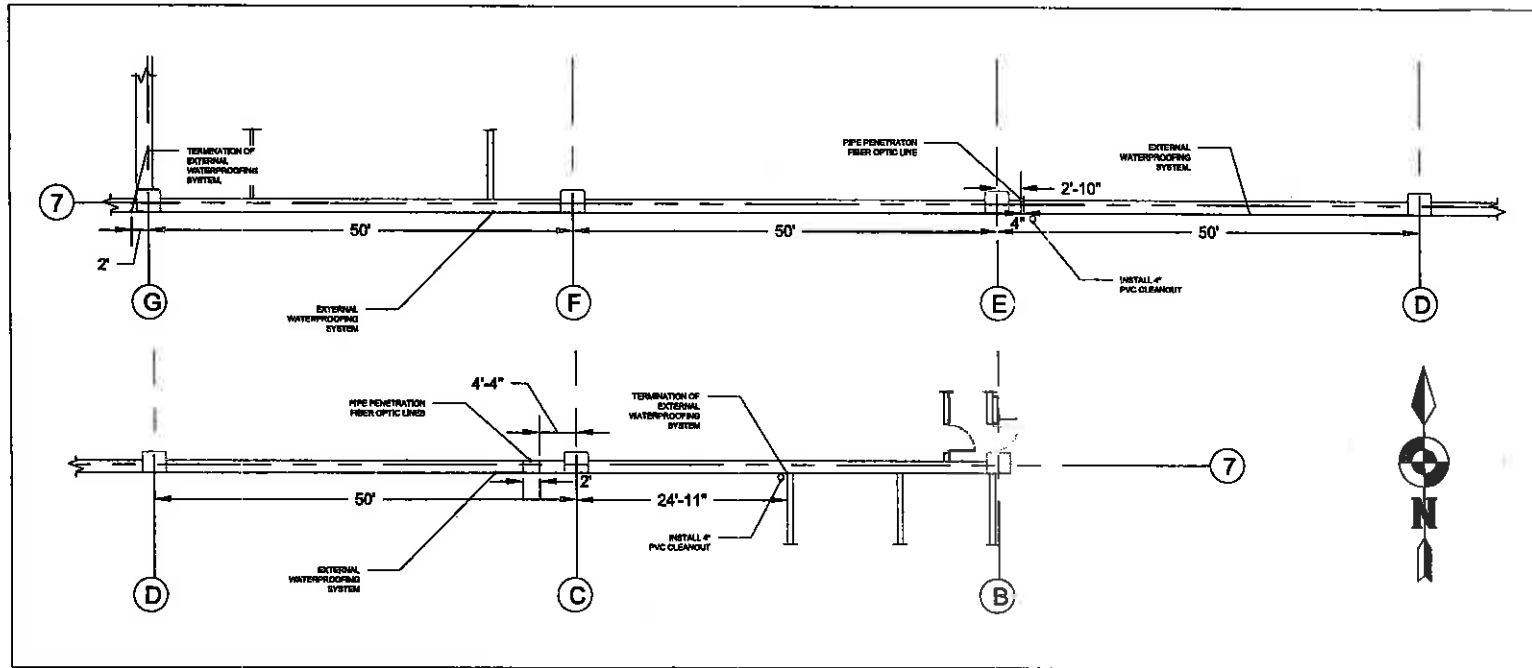


DATE: FEBRUARY 22, 2016  
SCALE: 1/8" = 1' - 0"  
DRAWN BY: HANI LYNDI

3



**WATERPROOFING - NORTH WALL**  
 SCALE: 3/32" = 1'-0"



**WATERPROOFING - SOUTH WALL**  
 SCALE: 3/32" = 1'-0"

THE CULTURE CENTER  
 SELECTIVE REPAIRS:  
 BELOW-GRADE WATERPROOFING MEMBRANE  
 NORTH AND SOUTH WALL PLANS

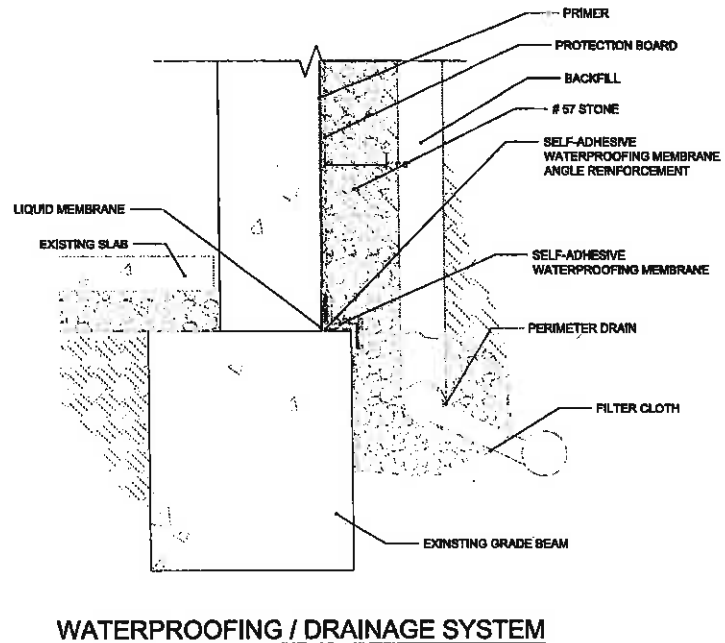
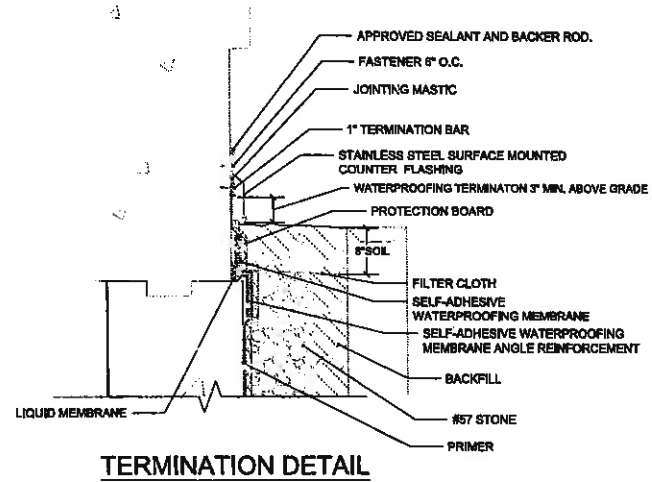
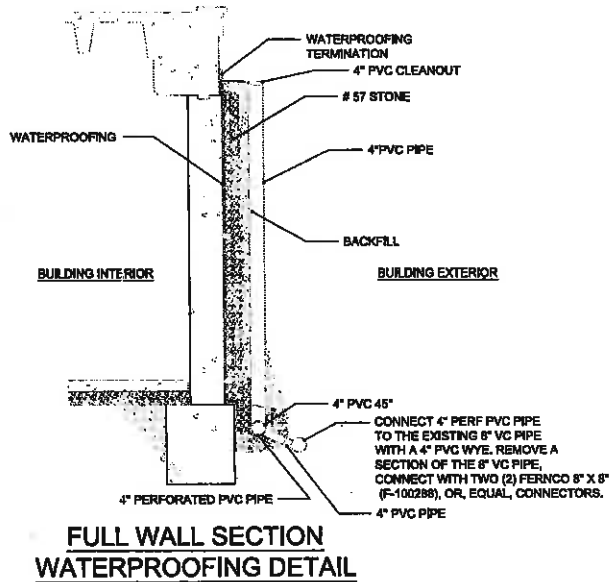
SCOTT OPERATING UNIT  
 10000 W. STATE ROAD EAST  
 COVINGTON, WY 82505  
 Phone: 304-584-0220  
 Fax: 304-584-2779  
 WWW.POLLINE.ORG



DATE: FEBRUARY, 10, 2006  
 DRAWN BY: HTS  
 IN CHARGE: MARK LYNCH

4

NOTE: WATERPROOFING MEMBRANE COMPONENTS AND ACCESSORIES SHALL BE OBTAINED FROM THE SAME MEMBRANE MANUFACTURER TO ENSURE TOTAL SYSTEM COMPATIBILITY AND INTEGRITY. TYPICAL MANUFACTURERS OF THESE TYPE OF SYSTEMS ARE SOPREMA, DMC, SIKA, BAS, AND CARLISLE PRODUCTS, OR EQUAL.

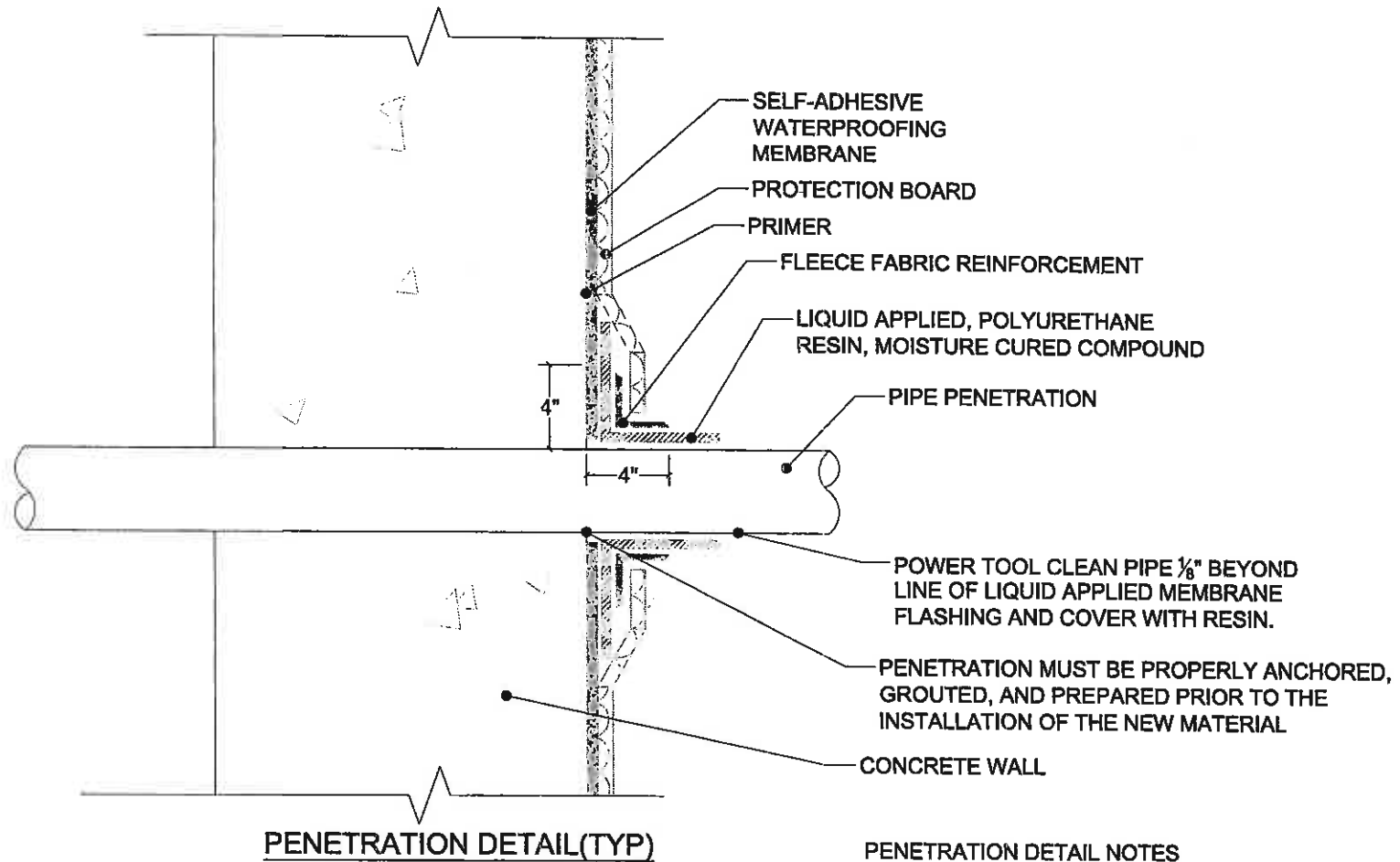


THE CULTURE CENTER  
SELECTIVE REPAIRS;  
BELOW-GRADE WATERPROOFING MEMBRANE  
WALL SECTIONS AND DETAILS

FLY BY CONCRETE, INC.  
1000 LAUREL WALKWAY EAST  
DUMFRIES, VA 22025  
PHONE: 504-553-0229  
FAX: 504-553-2779  
WWW.FLYBYCONCRETE.COM



DATE: June 12, 12  
SCALE: As Noted  
BY: Hank Lynch



**PENETRATION DETAIL NOTES**

1. FABRIC REINFORCEMENT TO EXTEND MINIMUM 4" ONTO WALL AND 4" VERTICALLY ONTO PENETRATION.
2. A SECOND LAYER OF MEMBRANE MAY BE INSTALLED USING THE SAME INSTALLATION METHOD SHOWN ABOVE. 2ND LAYER SIDE LAP TO BE OFFSET 18" FROM THE BOTTOM LAYER.
3. CLEAN ALL PENETRATIONS OF DIRT, RUST, AND OIL. ROUGHEN SURFACE OF PIPE BEFORE APPLYING PRIMER. VERIFY PENETRATION IS PROPERLY SECURED TO WALL TO AVOID MOVEMENT OF PIPE.

THE CULTURE CENTER  
SELECTIVE REPAIRS:  
BELOW-GRADE WATERPROOFING MEMBRANE  
WALL PENETRATION DETAILS

FACILITY OPERATIONS UNIT  
100 KAMARRA BUILDING EAST  
CHARLESTON, WV 25305  
PHONE: 304-554-3720  
FAX: 304-554-3777  
WWW.WVCULTURE.ORG



DATE:  
FEBRUARY 10, 2016  
DRAWN:  
MFL  
CHECKED BY:  
MARK LYNCH

6



**EXHIBIT "A"**  
**PRICING PAGE**

West Virginia Division of Culture and History  
Selective Repairs: Below-Grade Waterproofing Membrane

Submitted By: HINZMAN CONSTRUCTION, INC (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:**

FOUR HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED SIXTY  
THREE DOLLARS.

Dollars (\$ \$ 448,963<sup>00</sup>)

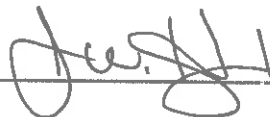
(Show amount in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall govern.)

**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)



JERRY W. HINZMAN

P.O. Box 600 OR

FIRM ADDRESS: 909 SUTHERLAND DRIVE, ST. ALBANS, WV 25177-0600

DATED: 19<sup>TH</sup> MAY, 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).



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

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

I, JERRY W. HINZMAN, after being first duly sworn, depose and state as follows:

- 1. I am an employee of HINZMAN CONSTRUCTION, INC; and,  
(Company Name)
- 2. I do hereby attest that HINZMAN 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: JERRY W. HINZMAN

Signature: [Handwritten Signature]

Title: PRESIDENT

Company Name: HINZMAN CONSTRUCTION, INC.

Date: 9<sup>TH</sup> MAY 16

Taken, subscribed and sworn to before me this 9 day of MAY, 2016.

By Commission expires 12-30-20



[Handwritten Signature]  
(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.**

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) \_\_\_\_\_  
RFQ/RFP# (B) \_\_\_\_\_

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

**Bid Bond**

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

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

NOW THEREFORE

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

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligece 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, the \_\_\_\_\_ (N) day of \_\_\_\_\_ (O) \_\_\_\_\_, 20 \_\_\_\_\_ (P).

Principal Seal \_\_\_\_\_ (Q)  
(Name of Principal)

(R) By \_\_\_\_\_ (S)  
(Must be President, Vice President, or Duly Authorized Agent)

\_\_\_\_\_ (T)  
Title

Surety Seal \_\_\_\_\_ (U)  
(Name of Surety)

\_\_\_\_\_ (W)  
Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

**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.**

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

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

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

**NOW THEREFORE,**

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

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

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_

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

\_\_\_\_\_  
(Title)

Surety Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

**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.**

**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.

HINZMAN CONSTRUCTION, INC.  
(Company)

J.W. Hinzman JERRY W. HINZMAN 11<sup>TH</sup> MAY 16  
(Authorized Signature) (Representative Name, Title)

304-722-1235, Fax 304-727-1558 19<sup>TH</sup> MAY 16  
(Phone Number) (Fax Number) (Date)

**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 checked="" 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.

HINZMAN CONSTRUCTION, INC.  
Company

 JERRY W. HINZMAN  
Authorized Signature

19TH MAY 16  
Date

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

STATE OF WEST VIRGINIA  
Purchasing Division

RFQ No. DCH1600000008

# 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 exceeds 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: HINZMAN CONSTRUCTION, INC

Authorized Signature: [Signature] Date: 9<sup>TH</sup> MAY 16

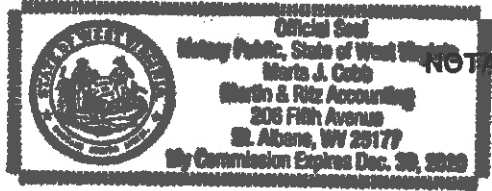
State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 9 day of May, 2016.

My Commission expires 12-30, 2020.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]





Purchasing Division  
 2019 Washington Street East  
 Post Office Box 56130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 194231

Doc Description: Addendum 01 - Waterproofing Project for Cultural Center

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-04	2016-05-11 13:30:00	CRFQ 0432 DCH1500000006	2

BID CLERK

DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON  
 US

WV 25305

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Michelle L. Childers  
 (304) 556-2023  
 michelle.l.childers@wv.gov

Signature X

FEIN # 03-0489632

DATE 5/19/2016

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



Memorandum

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

**Request for Quotation**

The Acquisition and Contract Administration Section of the Purchasing Division for the West Virginia Division of Culture and History is soliciting quotations to provide a one-time construction contract consisting of the selective repairs for the exterior below-grade, waterproofing membrane of the Culture Center, Building 9, Capitol Complex, 1900 Kanawha Boulevard East, Charleston, WV 25305. Per the documentation as attached to this solicitation.

RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV25305-0300 US	RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV 25305-0300 US
--	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Waterproofing Project				

Comm Code	Manufacturer	Specification	Model #
72153209			

Extended Description :  
Waterproofing Project

	Document Phase	Document Description	Page 3
DCH1500000008	Final	Addendum 01 - Waterproofing Project for Cultural Center	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ DCH1600000008****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 modify the bid opening date to May 11, 2016 at 1:30PM, EST.

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.

**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.

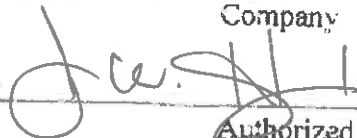
**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**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 checked="" 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.

HINZMAN CONSTRUCTION, INC.  
 Company  
  
 Authorized Signature  
5/19/2016  
 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: 194231

Doc Description: Addendum 02 - Waterproofing Project for Cultural Center

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-05-04	2016-05-11 13:30:00	CRFQ 0432 DCH1600000008	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:

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers

(304) 558-2063

michelle.l.childers@wv.gov

Signature

FEIN # 03-0489632

DATE 5/19/2016

I offer subject to all terms and conditions contained in this solicitation

Addendum

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

Request for Quotation

The Acquisition and Contract Administration Section of the Purchasing Division for the West Virginia Division of Culture and History is soliciting quotations to provide a one-time construction contract consisting of the selective repairs for the exterior, below-grade, waterproofing membrane of the Culture Center, Building 9, Capitol Complex, 1900 Kanawha Boulevard East, Charleston, WV 25305. Per the documentation as attached to this solicitation.

INVOICE TO		SHIP TO	
RECEIVING DEPARTMENT		RECEIVING DEPARTMENT	
DIVISION OF CULTURE & HISTORY		DIVISION OF CULTURE & HISTORY	
CULTURAL CENTER		CULTURAL CENTER	
1900 KANAWHA BLVD E		1900 KANAWHA BLVD E	
CHARLESTON	WV25305-0300	CHARLESTON	WV 25305-0300
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Waterproofing Project	0.00000			

Comm Code	Manufacturer	Specification	Model #
72153209			

Extended Description :  
 Waterproofing Project

DCH1600000008	<b>Document Phase</b> Draft	<b>Document Description</b> Addendum 02 - Waterproofing Project for Cultural Center	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



**SOLICITATION NUMBER: CRFQ DCH1600000008**  
**Addendum Number: 02**

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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 vendor 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

Request for Proposal No.

SIGN IN SHEET

Page 1 of 1

PLEASE PRINT

Date: 04.13.16

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Representative: Mike Siemiaczko C Danhill Construction PO Box 685 Fax: (304) 632-1501 F Gauley Bridge, WV 25085 Phone: (304) 632-1600 E Project Estimator: Mike Siemiaczko E-mail: pollockinwv@hotmail.com Phone: cell (304) 549-4044 C Company:		PHONE TOLL FREE FAX
Rep: _____ Email Address: _____		PHONE TOLL FREE
Company: <u>Danhill Construction</u> Rep: <u>David Elamick</u> Email Address: _____	<u>PO BOX 685</u> <u>Gauley Bridge WV 25085</u>	PHONE <u>304 632-1600</u> TOLL FREE FAX <u>304 632-1501</u>
Company: <u>PERSINGER AND ASSOCIATES</u> Rep: <u>CHRIS SHAW</u> Email Address: <u>CHRIS@PERSINGERANDASSOCIATES.COM</u>	<u>P.O. BOX 511</u> <u>CHARLESTON WV 25322</u>	PHONE <u>304-344-5200</u> TOLL FREE FAX <u>304-344-5222</u>
Company: <u>HINZMAN CONSTRUCTION, INC</u> Rep: <u>JEFFRY W. HINZMAN</u> Email Address: <u>JHINZMAN@SUDDENLINK.NET</u>	<u>PO BOX 600, ST. ALBANS, WV</u>	PHONE <u>304-722-1235</u> TOLL FREE <u>⊖</u> FAX <u>⊖</u>

**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.

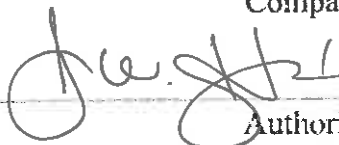
**Addendum Numbers Received:**  
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <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 checked="" 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.

\_\_\_\_\_  
HINZMAN CONSTRUCTION, INC.

Company

\_\_\_\_\_  


Authorized Signature

\_\_\_\_\_  
5/19/2016

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: 194231

Doc Description: Addendum 03 - Waterproofing Project for Cultural Center

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-05-06	2016-05-19 13:30:00	CRFQ 0432 DCH1600000008	4

**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:

**OR INFORMATION CONTACT THE BUYER**

Michelle L Childers

304) 558-2063

michelle.l.childers@wv.gov

Signature X

FEIN # 03-0489632

DATE 5/19/2016

I offer subject to all terms and conditions contained in this solicitation

Addendum

Addendum No. 03 issued to publish and distribute the attached information to the vendor community.  
 \*\*\*\*\*

Request for Quotation

The Acquisition and Contract Administration Section of the Purchasing Division for the West Virginia Division of Culture and History is soliciting quotations to provide a one-time construction contract consisting of the selective repairs for the exterior, below-grade, waterproofing membrane of the Culture Center, Building 9, Capitol Complex, 1900 Kanawha Boulevard East, Charleston, WV 25305. Per the documentation as attached to this solicitation.

INVOICE TO		SHIP TO	
RECEIVING DEPARTMENT		RECEIVING DEPARTMENT	
DIVISION OF CULTURE & HISTORY		DIVISION OF CULTURE & HISTORY	
CULTURAL CENTER		CULTURAL CENTER	
1900 KANAWHA BLVD E		1900 KANAWHA BLVD E	
CHARLESTON	WV25305-0300	CHARLESTON	WV 25305-0300
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Waterproofing Project	0.00000			

Comm Code	Manufacturer	Specification	Model #
72153209			

Extended Description :

Waterproofing Project

DCH1600000008	<b>Document Phase</b> Draft	<b>Document Description</b> Addendum 03 - Waterproofing Project for Cultural Center	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ DCH1600000008**

**Addendum Number: 03**

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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 modify the bid opening date to May 19, 2016.
2. To publish the vendor questions and answers.

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

**Waterproofing Project for Culture and History  
CRFQ DCH1600000008  
Vendor Questions and Answers**

**Q1. There are Jupiter trees on the South Side of the Building and Fruit Trees on the North side of the building that will have to be removed. Will the contractor be responsible for preserving the existing trees and replanting , Replacing them in kind or replanting with new saplings' ?**

**A1. Jupiter trees and fruit trees are to be removed as required for the work, balled in burlap and the Owner's Representative notified. Owner's Representative will notify the General Services Division who will pick up the trees for storage.**

**Q2. Will the contractor be allowed to excavate the entire trench length of the side that is being worked at one time .North side approximately 125 linear feet, South side approximately 225 linear feet, make the repairs and then backfill? If not what is the maximum trench length allowed to be open before repairs and back fill have to be completed before advancing?**

**A2. Yes. Vendor will supply appropriate barriers to prevent public access.**

**Q3. Will a full time independent Quality Assurance Representative be required for this project? If so who will be bear that expense, the Owner or the Contractor**

**A3. Yes. The Vendor shall bear the expense of the full time independent Quality Assurance Representative.**

**Q4. Section 01750 - Warranties**

**2i. states shall be guaranteed for a period of 2 years after the date of final payment.**

**A4.1: 2i refers to the Vendor's Material & Workmanship Warranty which cover a two (2) year period.**

**2h. states all warranties shall be the same and shall be on the date of the final inspection**

**A4.2: 2h States that: "The effective date of all warranties shall be the same and shall be on the date of the final inspection when the Owner, Owner's Representative, Vendor, and**

*Manufacturer agree that all work has been completed in compliance with the plans and specifications.*

**Q5. Section 312000 - Earth Moving 3.4 Will documentation by an independent professional of the compaction of the backfill be required? If so who is to bear that cost?**

**A5. Yes. The Vendor shall bear the cost of compaction documentation.**

**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 checked="" 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.

\_\_\_\_\_  
HINZMAN CONSTRUCTION, INC  
Company  
  
\_\_\_\_\_  
  
Authorized Signature  
  
\_\_\_\_\_  
5/19/16  
Date

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Hinzman Construction, Inc.  
of St. Albans, WV, as Principal, and The Gray Insurance Company  
of Metairie, LA, a corporation organized and existing under the laws of the State of  
LA with its principal office in the City of Metairie, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of Five Percent of 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  
Waterproofing Project for Cultural Center - According to Plans & Specifications

**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 Oblige 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 19th day of May, 2016.

Principal Seal

Hinzman Construction, Inc.  
(Name of Principal)  
By: [Signature]  
(Must be President, Vice President, or  
Duly Authorized Agent)  
Jerry W. Hinzman President  
(Title)

Surety Seal

The Gray Insurance Company  
(Name of Surety)  
By: [Signature]  
Patricia A. Moye, WV Resident Agent Attorney-in-Fact

**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.**

THE GRAY INSURANCE COMPANY

THE GRAY CASUALTY & SURETY COMPANY

196455

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint Gregory T. Gordon, Allan L. McVey, Kimberly J. Wilkinson, and Patricia A. Moye of Charleston, West Virginia jointly or severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLV ED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

*Michael T. Gray*

Michael T. Gray  
President, The Gray Insurance Company  
and  
Vice President,  
The Gray Casualty & Surety Company

Attest:

*Mark S. Manguno*

Mark S. Manguno  
Secretary,  
The Gray Insurance Company,  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



*Lisa S. Millar*

Lisa S. Millar, Notary Public, Parish of Orleans  
State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of May, 2016



*Mark S. Manguno*

Mark S. Manguno, Secretary  
The Gray Insurance Company  
The Gray Casualty & Surety Company



To: State Of West Virginia  
Department of Administration  
Purchasing Division  
State Capitol Complex  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130  
Attn: Michelle L. Childers

May 19<sup>th</sup>, 2016

Re: Suppliers and sub-contractors list for the Waterproofing Project for Culture Center,  
CRFQ 0432 DCH 1600000008.

**Suppliers:**

- 1) North Coast Materials (Carlisle waterproofing materials).
- 2) Harris Brothers Roofing (stainless steel brake metal).

**Subcontractors:**

- 1) Wiseman Excavating Inc. (excavation, seed & mulch). WV Contractors no. WV043641
- 2) Hinzman Construction, Inc. (I will self-perform the other work).

Thank you,

*Jerry W. Hinzman, President*

# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV034919

Classification:  
GENERAL BUILDING

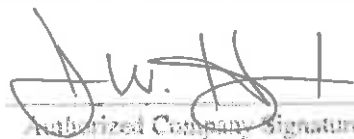
HINZMAN CONSTRUCTION INC  
DBA HINZMAN CONSTRUCTION INC  
909 SUTHERLAND DRIVE  
SAINT ALBANS, WV 25177

Date Issued

JANUARY 09, 2016

Expiration Date

JANUARY 09, 2017

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee, based under provisions of West Virginia Code, Chapter 21, Article 11.