



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: 548536

Doc Description: Addendum No. 1 WV Capitol Campus Monuments Restoration

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-04-16	2019-04-24 13:30:00	CRFQ 0211 GSD1900000020	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number: AEGIS RESTAURO, LLC
 586 RIVER RD.
 BELLE MEAD, NJ 08502
 908 359-5200

RECEIVED

2019 APR 23 AM 9:49

WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X *Melissa S. Pettrey* FEIN # 22-3742617 DATE 4/22/2019

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

GENERAL DISCUSSION

Addendum No. 1

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.

Central Request for Quotation
Construction

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division ("GSD," "Owner," or "Agency") to establish a contract to provide for maintenance and selected repairs to five (5) monuments located on the grounds of the WV State Capitol Complex per the bid requirements, specifications, and the terms and conditions attached to this solicitation.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV25305 US	STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Restoration of Liberty Bell Monument	0.00000		20,000.00	20,000.00

Comm Code	Manufacturer	Specification	Model #
93141713			

Extended Description :
Per attached specifications

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV25305 US	STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Restoration of Lincoln Walks Monument	0.00000		25,000.00	25,000.00

Comm Code	Manufacturer	Specification	Model #
93141713			

Extended Description :
Restoration of Lincoln Walks Monument

BUYER TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV25305 US		STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Restoration of Fallen Partner Monument	0.00000		7,900.00	7,900.00

Comm Code	Manufacturer	Specification	Model #
93141713			

Extended Description :
Restoration of Fallen Partner Monument

BUYER TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV25305 US		STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Restoration of Coal Miner Monument	0.00000		7,900.00	7,900.00

Comm Code	Manufacturer	Specification	Model #
93141713			

Extended Description :
Restoration of Coal Miner Monument

BUYER TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV25305 US		STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Restoration of Fallen Firefighters Monument	0.00000		18,000.00	18,000.00

Comm Code	Manufacturer	Specification	Model #
93141713			

Extended Description :
Restoration of Fallen Firefighters Monument

SOLICITATION NUMBER: CRFQ 0211 GSD1900000020
Addendum Number: 1

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:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To provide an answer to the submitted Technical Questions, per Attachment A, Technical Questions and Answers.
2. To provide a copy of the Mandatory Pre-Bid Meeting Sign-in Sheet, per Attachment A.

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

- Q1. Is this project considered a "Construction" project? If this is considered a specialized conservation project, will a bid bond still be required?
- A1. Given that a portion of the work to be covered by this contract fits the definition of "construction" or "public improvement" under WV State Code, a bid bond WILL be required (see CRFQ for details on submitting a valid Bid Bond).
- Q2. The work required is considered "Conservation and Restoration" according to the needed tasks. In our experience these projects rarely if ever require a Contractor's license. Will this bid be accepted without a Contractor's license?
- A2. Given that a portion of the work to be covered by this contract fits the definition of "construction" or "public improvement" under WV State Code, the requirements of the Additional Terms and Conditions (Construction Contracts Only), included in the CRFQ, regarding Contractor's License apply to this project.
- Q3. Does the "Local Labor Market Hiring Requirement" apply to this project? Our firm relies exclusively on our team of specialists, therefore hiring local makes little sense.
- A3. Under 6.1 of the Additional Terms and Conditions, it states that the term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount **equal to or greater than \$500,000**. Based on the amount of their bid, bidders are responsible for determining the applicability of this Additional Term and Condition.
- Q4. Will bathroom facilities be made available during the course of work?
- A4. The Main Capitol and Cultural Center are open during the day and public restrooms are available during the hours of 7:45am-5pm; the Cultural Center is open to the public, but you will have to go thru security to enter the Capitol.
- Q5. What is the approximate weight of the Liberty Bell itself?
- A5. The Liberty Bell itself weighs approximately one ton.
- Q6. Is there documentation available regarding its previous dismantling and restoration?
- A6. There are no specifications or drawings available, but it is believed the yoke was replaced with a new yoke (made of locust, with an applied semi-opaque, reddish-brown stain) in approximately 2007.
- Q7. Is the Agency open to alternate suggestions or methods of re-setting the floor stones around Lincoln which pose a trip threat?
- A7. General Construction Specifications, Exhibit B, Item 1.2.8, is deleted from the scope of work. These stones will NOT be handled as part of this project.
- Q8. Given the specialized nature of this work, can the 75% local labor requirement be waived?
- A8. Under 6.1 of the Additional Terms and Conditions, it states that the term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount **equal to or greater than \$500,000**. Based on the amount of their bid, bidders are responsible for determining the applicability of this Additional Term and Condition.

Q9. We will need a place to store equipment and supplies during the course of work. Can there be a designated site to keep a work trailer, 18' to 20' long for use during work on this project.

A9. There is a location in the loading dock ramp of the Cultural Center in which a trailer can be kept at least while working the Fallen Partners, Fallen Firefighters and Coal Miner monuments. An alternate location can be used at the Piedmont Road Parking Garage, if necessary.

Q10. Is there a secure site to leave the Liberty Bell on the Campus while we restore the yoke?

A10. The Vendor may store the dismantled Bell in the loading dock of the Building 4 Basement (112 California Avenue), but not do any work with any chemicals.

Q11. Are there specific security requirements for scaffolding during work or that will be left over night? Must it be enclosed with fencing, if so what kind and how high.

A11. If scaffolding is left up overnight, it must be surround by an at least 6 foot tall construction type fence (or better, as approved by Agency) which should have a lock to be secured to ensure that nobody can access the scaffolding.

Q12. Are there specific working hours? May we work weekends as well as work days.

A12. According to the General Construction Specifications, Item 10.3, any work outside the standard work hours of 7:00am to 5:00pm must be approved in advance by the Agency. The Agency would consider alternate work hours if provided reasonable justification by the successful vendor.

Q13. Do we need to provide a portajohn? if not, will we have access to public restrooms on site?

A13. The Main Capitol and Cultural Center are open during the day and public restrooms are available during the hours of 7:45am-5pm; the Cultural Center is open to the public, but you will have to go thru security to enter the Capitol.

Q14. On the Lincoln Walks at Midnight, may we have permission to substitute water pressure cleaning or cleaning with an IBIX micro-air abrasion for the specified walnut shell blasting?

A14. Although insufficient information is provided with this question to fully approve a substitution request at this time, the IBIX micro-air abrasion appears to be an apt substitute for the walnut shell blasting (specified in both 1.2.4 and 1.3.5 of the General Construction Specifications, Exhibit B). Should the successful vendor wish to use this method, they will submit accordingly after award (and may be required to perform a test application for Agency review).

Q15. On the Fallen Partner, do you have contact information for the sculptor, William Hopen?

A15. www.billhopen.com Billhopen@yahoo.com 266 North Hill, Sutton, WV 26601 304-765-5611.

Q16. Is the intention to have the name plaques on this monument all appear consistent or to retain their current range of treatments that reflects their differing periods of installation?

A16. The intention of the Agency is for the General Construction Specifications, Exhibit B, Section 1.3.8 to be followed, which only call for polishing of the raised lettering and borders, relacquering and rewaxing of the entire plaque (as well as the vertical plaque), and replacement of any mismatched screws.

**PRE-BID CONFERENCE
SIGN IN SHEET**

Request for Quotation Number:

GSD19#20

Date:

April 10, 2019

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

Firm Name:	EVERGREENE ARCH. ARTS
Firm Address:	253-36TH ST 5-L BROOKLYN, NY 11232
Representative Attending:	MARK RABINOWITZ
Phone Number:	301-943-8349
Fax Number:	212-244-6404
Email Address:	MRABINOWITZ@EVERGREENE.COM

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

MARK RABINOWITZ AIC Fellow
VICE PRESIDENT CONSERVATION,
PRINCIPAL CONSERVATOR

m.rabinowitz@evergreene.com
t: 866.895.2079
d: 301.943.8249

3009 Kaveron Road
District Heights, MD 20747



Firm Name:	ZBIGNIEW PIETRUSZEWSKI
Firm Address:	AEGIS RESTAURD 586 RIVER RD Belle Mead, NJ 08502
Representative Attending:	ZBIGNIEW PIETRUSZEWSKI
Phone Number:	908 359 5300
Fax Number:	— " —
Email Address:	ACQISRESTAURD@COMCAST.NET

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

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

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

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

G5D19420

Date:

April 10, 2019

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

Firm Name:	The Tradesmen Group
Firm Address:	2465 Rausch Dr. Plain City, OH 43064
Representative Attending:	Kimberly McNeal
Phone Number:	614-799-0889
Fax Number:	614-799-1690
Email Address:	kmeneal@tradesmengroup.com rfruitag@

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

Firm Name:	Oval Construction Mgmt
Firm Address:	PO Box 401 Charleston WV 25322
Representative Attending:	Rachel Means
Phone Number:	304-347-8820
Fax Number:	304-347-8821
Email Address:	rmeans@ovalconstruction.com

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

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

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

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

GSD 19x20

Date:

April 10, 2019

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

Firm Name:	Smith Art Conservation
Firm Address:	1519 Raddcliffe Way Auburn, CA 95603
Representative Attending:	Erick Cole (SAC)
Phone Number:	(562) 882-1805
Fax Number:	N/A
Email Address:	andrew@smithartconservation erick@smithartconservation

Firm Name:	Allegheny Restoration + Builders
Firm Address:	1000 Coombs Farm Road Suite 202 Morgantown WV 26508
Representative Attending:	Brian MacFarland
Phone Number:	304 381 4820
Fax Number:	304 381 4825
Email Address:	Brian@alleghenyrestoration.com

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

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

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

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: GSD1900000020

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

AEGIS RESTAURO, LLC
Company

James S. Pietrunevich, CEO
Authorized Signature

4/22/2019
Date

NOTE: This addendum acknowledgment 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: 548536

Doc Description: WV Capitol Campus Monuments Restoration Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-03-28	2019-04-24 13:30:00	CRFQ 0211 GSD1900000020	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:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X

FEIN #

DATE

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

Central Request for Quotation
Construction

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division ("GSD," "Owner," or "Agency") to establish a contract to provide for maintenance and selected repairs to five (5) monuments located on the grounds of the WV State Capitol Complex per the bid requirements, specifications, and the terms and conditions attached to this solicitation.

BUYER TO		SELLER TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV25305 US		STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Restoration of Liberty Bell Monument				

Comm Code	Manufacturer	Specification	Model #
93141713			

Extended Description :
Per attached specifications

BUYER TO		SELLER TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV25305 US		STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Restoration of Lincoln Walks Monument				

Comm Code	Manufacturer	Specification	Model #
93141713			

Extended Description :
Restoration of Lincoln Walks Monument

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV25305 US		STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Restoration of Fallen Partner Monument				

Comm Code	Manufacturer	Specification	Model #
93141713			

Extended Description :
Restoration of Fallen Partner Monument

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV25305 US		STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Restoration of Coal Miner Monument				

Comm Code	Manufacturer	Specification	Model #
93141713			

Extended Description :
Restoration of Coal Miner Monument

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV25305 US		STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Restoration of Fallen Firefighters Monument				

Comm Code	Manufacturer	Specification	Model #
93141713			

Extended Description :

Restoration of Fallen Firefighters Monument

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:

112 California Avenue (Bldg 4)
1st Floor Breakroom
Charleston, WV 25305

Wednesday, April 10, 2019 at 10:00am.

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 12, 2019 by 3:00pm

Submit Questions to: Melissa K Pettrey, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Melissa.k.pettrey@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: WV Capitol Complex Monuments Rehabilitation Project
BUYER: Melissa K. Pettrey, Senior Buyer
SOLICITATION NO.: CRFQ 0211 GSD1900000020
BID OPENING DATE: April 24, 2019
BID OPENING TIME: 1:30pm
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: 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. 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: **Wednesday, April 24, 2019 at 1:30pm**

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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: **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 delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within One Hundred and Twenty (120) days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

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

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence.

Commercial Crime and Third Party Fidelity Insurance in an amount of: \$100,000.00 per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

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

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

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

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

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

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

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

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

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

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

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

34. VENDOR 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.

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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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"), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

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

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

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

Revised 01/24/2019

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: AEGIS RESTAURD, LLC
Contractor's License No.: WV- WILL APPLY FOR LICENSE IF AWARDED

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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 attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. 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.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;**
- ii. The subcontractor in the original bid has been debarred or suspended; or**
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.**

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: AEGIS RESTAURO, LLC



Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
N/A	

Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Joanna S. Pietruszewski, Conservator & CEO
(Name, Title)

JOANNA PIETRUSZEWSKI, CEO AND CONSERVATOR
(Printed Name and Title)

586 RIVER RD., BELLEVILLE, NJ 08502
(Address)

908 359 5200
(Phone Number) / (Fax Number)

AEGIS RESTAURO @ CONCAST.NET
(email address)

CERTIFICATION AND SIGNATURE: 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.

AEGIS RESTAURO, LLC
(Company)

Joanna S. Pietruszewski, Conservator & CEO
(Authorized Signature) (Representative Name, Title)

JOANNA PIETRUSZEWSKI, CONSERVATOR & CEO
(Printed Name and Title of Authorized Representative)

4/22/2019
(Date)

908 359-5200
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

 AEGIS RESTAURO, LLC

Company

 Dama S. Pietruszewski

Authorized Signature

 4/22/2019

Date

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

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GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division (“GSD,” “Owner,” or “Agency”) to establish a contract for the following:

To provide for maintenance and selected repairs to five (5) monuments located on the grounds of the WV State Capitol Complex. Significant repairs are required on the “Lincoln Walks at Midnight” and “Liberty Bell” monuments, but all five monuments referenced herein also require some repairs, routine and involved maintenance work. The routine maintenance work on the statues requires specialized monument restoration techniques as specified herein. The repair work to the “Liberty Bell” monument will require wooden yoke replacement, which will then require dismantling, removal and reinstallation of the Bell itself. The repair work to the “Lincoln Walks at Midnight” monument will require removal, inspection and reinstallation of the limestone perimeter masonry (including repointing and resealing granite and limestone masonry joints). The repair work to the “Fallen Partner” monument will require application of a new patina to the bronze, which will consist of a cupric base followed by a layer of ferric oxide – the successful Vendor will be required to utilize the services of, and assist, the original artist of the monument, William Hopen (www.billhopen.com), to apply the new patina.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

2.1 **“Construction Services”** means maintenance and selected repairs to five (5) monuments, as more fully described in the Project Plans.

2.2 **“Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.4 **“Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach

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in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least three (3) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
 - 4.2. Vendor, or Vendor's subcontractor, must have successfully completed at least three (3) projects in which historic monument conservation work using methods similar to those specified herein were included. Photographic documentation and detailed description of the reference projects may be required prior to award of the Contract.
5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the Grand Total of the Base Bids and any alternates/add-ons selected (Note: there are no alternates as part of this solicitation).
 - 5.1 **Pricing Page:** Vendor should complete the Pricing Page by providing an all-inclusive, lump sum bid to provide all Construction Services as specified herein for each monument. If responding to the solicitation electronically in wvOasis, Vendor should enter the lump sum bid for each monument on the appropriate Commodity Line. If responding by fax, mail, or hand delivery with a paper bid, Vendor should provide a copy of the Pricing Page with their bid.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.

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- 7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans. Successful Vendor shall provide a full construction schedule to the Agency within Seventy-Two (72) hours of award of the Contract. Schedule should indicate at least the following: materials lead times, onsite construction start date, any construction milestones, and construction completion date. The Vendor shall prepare the Schedule in such a manner so that the Construction Services to be performed on the “Liberty Bell” and “Lincoln Walks at Midnight” monuments shall be completed by June 30, 2019 and invoiced no later than July 12, 2019. The remainder of the work may not begin until after July 1, 2019, and shall be completed in the time allotted for by the Contract Term in the General Conditions (as firmly established by the issuance of the Notice to Proceed.).
- 8. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
- 9. PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.
- No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.
- Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

Copies of project plans can be examined at the following locations

N/A

10. CONDITIONS OF THE WORK

- 10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- 10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.
- 10.3. Standard Work Hours:** The standard hours of work for this Contract will be 7:00am to 5:00pm, Monday through Friday excluding holidays recognized by the State of West Virginia, but it is understood that work outside of these standard hours may be required

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to complete the work in the time provided. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

10.4. Project Closeout: Project Closeout shall include the following:

10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

10.4.1.1. No additional Final Cleanup activities other than those included in Exhibit B.

10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

10.5 Payment

10.5.1 Agency shall pay flat fee as shown on the Pricing Page, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

10.5.1.1 Progress Billing: The Vendor may invoice upon acceptance by the Agency of the work being completed for each monument, based upon the Pricing Page. The Agency will require that the successful bidder submit invoice for completion of the "Liberty Bell" and "Lincoln Walks at Midnight" portions of the work no later than by July 12, 2019.

10.5.1.2 Liquidated Damages: Vendor shall pay liquidated damages in the amount of \$500.00 per calendar day for every calendar day beyond the completion date established by the Notice to Proceed in which they fail to achieve Final Completion of the Construction Services.

10.5.2 Invoices shall be submitted for payment (in arrears) and must include the following information:

10.5.2.1 Invoice must include, at a minimum, invoice date, FEIN number and

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complete address of vendor and Contract number.

10.5.2.2 Invoices shall be mailed to the following address:
General Services Division
112 California Avenue, 5th Floor
Charleston, WV 25305

10.5.2.3 Or, emailed to GSDInvoices@wv.gov

11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: ZBIGNIEK PIETRUSZEWSKI

Telephone Number: 908 391 - 0102

Fax Number: 908 359 - 5200

Email Address: AEGISRESTAURO@COMCAST.NET

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EXHIBIT A – Pricing Page

Base Bid (Commodity Line 1 in wvOasis): All inclusive, lump-sum bid to complete maintenance and repairs to the "Liberty Bell" monument, including all associated work as specified herein:

Lump Sum = \$20,000.00 (A)

Base Bid (Commodity Line 2 in wvOasis): All inclusive, lump-sum bid to complete maintenance and repairs to the "Lincoln Walks at Midnight" monument, including all associated work as specified herein:

Lump Sum = \$25,000.00 (B)

Base Bid (Commodity Line 3 in wvOasis): All inclusive, lump-sum bid to complete maintenance to the "Fallen Partners" monument, including all associated work as specified herein:

Lump Sum = \$7,900.00 (C)

Base Bid (Commodity Line 4 in wvOasis): All inclusive, lump-sum bid to complete maintenance to the "Coal Miner" monument, including all associated work as specified herein:

Lump Sum = \$7,900.00 (D)

Base Bid (Commodity Line 5 in wvOasis): All inclusive, lump-sum bid to complete maintenance to the "Fallen Firefighters" monument, including all associated work as specified herein:

Lump Sum = \$18,000.00 (E)

GRAND TOTAL OF THE BASE BIDS:

Lump Sum = \$78,800.00
(A+B+C+D+E)

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EXHIBIT B – PROJECT PLANS

1. GENERAL REQUIREMENTS/SPECIFICATIONS

The Vendor shall perform work, as indicated below, for each monument as separate portion of the overall work:

1.1 The “Liberty Bell” Monument

- 1.1.1 Use own ladders and other equipment, as needed, to access the monument and to complete work. Where disassembly is required to perform work, Vendor may transport parts to off-site facility. Vendor takes full responsibility for the care, custody and control of disassembled parts, including all packaging, handling, and transportation. Vendor will be required to complete “chain-of-custody” documentation with the Agency for all disassembled parts removed from the jobsite. Electric power outlets are not found immediately around the monument. The use of a small generator is recommended if power is required for the operation of any tools or equipment. No water source is within the immediate vicinity of the monument. Vendor may use pressurized hand-held sprayers if they are unable to coordinate with Agency to use a remote water source/connection.

- 1.1.2 De-install bell assembly and replace wood yoke with a new yoke fabricated (by Vendor) from a naturally rot-resistant wood, such a teak, cedar (Eastern White or Western Red), or redwood. Given the unavailability of mature old-growth wood, the replacement yoke will most likely need to be made from a beam comprised of laminated wood blocks, similarly to how the current locust wood replacement has been made. The laminations of the beam should run horizontally along the length and be in the upper elevations of the beam – not too close to the bottom, where detailing will cut through the laminations and weaken the strength of the beam. After fabrication, apply an exterior semi-transparent stain, such as Cabot or Sherwin Williams’s wood stain (or equal), to all wood surfaces and openings, as deemed appropriate by the Agency. Following the appropriate amount of curing (as recommended by manufacturer), apply two saturating coats of a clear oil- based water repellent with a mildewcide, such as Total Wood Protection 1500 series stain and preservative (or equal).

- 1.1.3 Reinstall metal components onto yoke only after all coats to yoke and metal have fully cured.

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- 1.1.4 Remove bulky surface corrosion from surfaces of all steel and iron members, including frame, plate, clapper, and associated hardware. Strip the existing paint from the steel frame and apply a rust-inhibitive coating, such as Sherwin Williams Corothane I Galvapak IK Zinc Primer and Acrolon 218 HS Polyurethane Paint (or equal), tinted to the appropriate color, as approved by the Agency. Due to the potential for moisture ingress behind ferrous metal hardware, install dense custom-cut weather-resistant EPDM rubber gaskets between all wood and metal surfaces prior to reinstallation of metal components.
- 1.1.5 Rinse the entire monument with potable water and wash with a 3-5% solution of pH-neutral, conservation-grade detergent such as Orvus WA Paste (Proctor & Gamble or equal). Use soft natural bristle or synthetic brushes to aid in removing adherent dirt, rinsing thoroughly to remove all cleaning effluent.
- 1.1.6 Spot treat biological growth with D/2 Biological Solution (or equal), following the manufacturer's instructions.
- 1.1.7 Remove iron staining from the granite using a solution of Iron Out (Summit), Sure Klean Light Duty Restoration Cleaner (Prosoco), or approved equal. Apply cleaner following manufacturer's recommended procedures to pre-wetted stone, protecting adjacent surfaces during the process. Allow the solution to remain on the surface for the appropriate dwell time, to be determined through initial cleaning tests. Rinse thoroughly to remove all product residue. Repeat the process if needed to remove tenacious staining.
- 1.1.8 Perform additional cleaning on the bronze components with Renaissance Metal De-Corroder (Picreator Enterprises or equal) or a dilute (0.5-1 mol), pH-neutral solution of either citric acid, oxalic acid, or ethylenediaminetetraacetic acid (EDTA) to remove both bronze and iron corrosion products. Provide testing of these products prior to full-scale application and use according to positive results. Apply solution with cotton swabs or fine bristle brushes. Wash away all residue with clean water.
- 1.1.9 Dry the bronze bell completely to remove all moisture, using clean soft cloths and a propane torch for heat. Apply a thin coat of Outdoor Sculpture Wax (Museum Services Corporation or equal) to bronze surfaces, using natural bristle brushes. Tape the metal ferrules of brushes with blue painter's tape to avoid scratching bronze surfaces during application. Mildly heat the bronze with a propane torch to aid in the application of the wax and help provide a smooth and even coating. Thin the wax with odorless mineral spirits as needed to achieve a brushable consistency. After the bronze cools, buff the wax coating to a soft sheen. Apply a second coat of wax at ambient temperature, using Butchers Bowling Alley Clear Paste Wax (The Butcher

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Company or equal). Allow the wax to set and perform a final buffing with lint-free cloths and natural bristle horsehair brushes to enhance the luster of the protective coating.

- 1.1.10 Reduce corrosion on small bronze plate attached on the south side with Scotch Brite pads, or equal. If needed, consider using Renaissance Metal De-Corroder (Picreator Enterprises or equal), to aid in reducing corrosion, testing prior to full-scale application. Use according to positive results. Apply two thin coats of Butchers Bowling Alley Clear Paste Wax, or equal, at ambient temperature, buffing in between applications to a soft sheen, following manufacturer's instructions.
- 1.1.11 De-install dedication plaque for refinishing off site. Refinish plaque by removing all coatings (paint and lacquer) with Blue Bear Soy Gel Paint & Urethane Stripper (Franmar or equal). Polish raised lettering and boarder with the sequential use of wet sandpaper of appropriate sanding grits (400 to 8,000), following the grain of the metal to reduce corrosion and return a general polish to the raised surfaces. Clean and degrease surfaces with One Choice Commercial CFX435LV Low- VOC Cleaner (PPG Industries), or equal. Upon drying, apply two to three coats of Rustoleum High Performance Enamel or equal finish, using according to the manufacturer's recommendations. After the paint has set, sand raised surfaces to expose lettering and border, using appropriate sanding grits to achieve final appearance prior to applying protective clear coating. Relacquer the plaque with Nikolas #11565 Outdoor Lacquer RFU, or equal. Once the lacquer has cured, apply a thin coat of Butchers Bowling Clear Paste Wax, or equal, at ambient temperature and buff to a soft sheen.
- 1.1.12 Remove all non-original material fastened to the clapper and discard. To immobilize the clapper, make a well-fitted lead from flexible weather-resistant coated stainless-steel wire rope and tie rope off to one of the rear legs or to a stainless-steel eyebolt anchored into the granite directly below the clapper. The lead ends should be closed off with appropriate stainless-steel wire rope clamps and/or sleeves, which allow for a closed fit at the clapper and loops at the opposite end for padlocking the lead in place.
- 1.1.13 Touch up black paint in letters on granite with Lithichrome Shadow (Cleveland Lithichrome) or equal paint.
- 1.1.14 Upon completion of the work, provide a treatment report with written and photographic documentation of conditions before, during, and after treatment. Include methodology and information on all products used. Label images with the name of the monument and the date on which the photograph was taken. Indicate whether it shows the monument before or after

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maintenance. Store the photographs in digital and hard-copy formats and provide to the Agency upon the completion of work.

1.2 The “Lincoln Walks at Midnight” Monument

- 1.2.1 Access the monument with own scaffold or articulating lift (the monument can be accessed with a 45’ lift from the walkway at the base of the steps south of the monument, or a scaffolding system may be used; if accessing by lift, all street curbs and steps must be protected by Vendor – coordinate all access with Agency). Electric power outlets are not found immediately around the monument. The use of a small generator is recommended if power is required for the operation of any tools or equipment. No water source is within the immediate vicinity of the monument (the closest source is a hose bib approximately 700’ away, at the SE corner of the Capitol Building – existing Contractor’s laydown area may interfere with this access). Vendor may use pressurized hand-held sprayers if they are unable to coordinate with Agency to use a remote water source/connection. Vendor must coordinate all activities with contractors already onsite performing other construction work.**
- 1.2.1 Rinse the entire monument with potable water and wash with a 3-5% solution of pH-neutral, conservation-grade detergent such as Orvus WA Paste (Proctor & Gamble), or equal. Use soft natural bristle or synthetic brushes to aid in removing adherent dirt, rinsing thoroughly to remove all cleaning effluent.**
- 1.2.2 Reduce copper staining on limestone curb and surrounding pavers with SB2381 Copper Stain Remover Liquid (Shore Corporation or equal), using according to manufacturer’s instructions. Copper staining is difficult to remove entirely, and the cleaning could include up to five applications of this product.**
- 1.2.3 Reduce oil staining with Prosoco’s Stand Off Oil and Grease Stain Remover or equal. Dry the monument completely to remove all moisture, using clean soft cloths and a propane torch for heat.**
- 1.2.4 Perform additional cleaning of the bronze with biodegradable, 60 to 200 (or equal) mesh-size walnut shell blasting media at pressures between 15 to 40 psi to reduce excessive corrosion and even out the surface appearance. If needed to complement the blasting method, the controlled use of medium to high pressures from a pressure washer equipped with a minimum 30-degree fan adapter and Scotch Brite pads (or equal) may be utilized (if approved in advance by the Agency). Provide protection for surrounding surfaces and sheeting to gather spent blast media for disposal (by vendor).**

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- 1.2.5 Apply a thin coat of Outdoor Sculpture Wax (Museum Services Corporation or equal) to cleaned bronze surfaces, using natural bristle brushes. Tape the metal ferrules of brushes with blue painter's tape to avoid scratching bronze surfaces during application. Mildly heat the bronze with a propane torch to aid in the application of the wax and help provide a smooth and even coating. Thin the wax with odorless mineral spirits as needed to achieve a brushable consistency. After the bronze cools, buff the wax coating to a soft sheen. Apply a second coat of wax at ambient temperature, using Butchers Bowling Alley Clear Paste Wax (The Butcher Company or equal). Allow the wax to set and perform a final buffing with lint-free cloths and natural bristle horsehair brushes to enhance the luster of the protective coating.
- 1.2.6 Remove existing sealant from between joints, clean the joints thoroughly to remove all residue, and where necessary trim back extruded pieces of lead sheeting from granite joints. Provide appropriately-sized backer rod, and re-seal granite joints with Dow Corning 756 SMS Building Sealant or equal. Apply Tremco Spectrum 1 or equal in horizontal joints between the limestone veneer and granite base. Sealant colors shall match existing (as approved by Agency).
- 1.2.7 Remove, salvage, and reinstall perimeter limestone masonry, and provide type 316 (or better) stainless steel anchors to anchor the stone units to the substrate. Each side will need a minimum of three anchors. Secure anchors within stone and substrate with Sika AnchorFix-1 anchoring adhesive, or equal. Remove and discard the lead capping strips lining the top of the limestone blocks. Repoint reset limestone curbing with Jahn M110 Historic Pointing Mortar (Cathedral Stone Products or equal) pigmented as needed to resemble the original color of existing mortar (as approved by Agency).
- 1.2.8 Remove stone paver as part of cut limestone masonry repair work and evaluate paver bearing soil material. Report findings based on inspection prior to the next step. Depending on the findings, Agency will consider supporting the limestone coursing on a separate concrete curb foundation, extending to frost depth rather than reinstalling the limestone in kind.
- 1.2.9 Upon completion of the work, provide a treatment report with written and photographic documentation of conditions before,

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during, and after treatment. Include methodology and information on all products used. Label images with the name of the monument and the date on which the photograph was taken. Indicate whether it shows the monument before or after maintenance. Store the photographs in digital and hard-copy formats and provide to the Agency upon the completion of work.

1.3 The "Fallen Partner" Monument

- 1.3.1 Access the monument with own scaffold or ladders, as necessary. Electric power outlets are not found immediately around the monument. The use of a small generator is recommended if power is required for the operation of any tools or equipment. No water source is within the immediate vicinity of the monument. Vendor may use pressurized hand-held sprayers if they are unable to coordinate with Agency to use a remote water source/connection.
- 1.3.2 Remove any plaster casting material investment accumulation by carefully using plastic and stainless-steel probes.
- 1.3.3 Rinse the entire monument with potable water delivered from a garden hose and wash with a 3- 5% solution of Orvus WA Paste (Proctor & Gamble or equal) diluted in water. Use soft natural bristle or synthetic brushes to aid in removing adherent dirt, rinsing thoroughly to remove all cleaning effluent.
- 1.3.4 Reduce copper staining on limestone curb and surrounding pavers with SB2381 Copper Stain Remover Liquid (Shore Corporation or equal), using according to manufacturer's instructions. Copper staining is difficult to remove entirely, and the cleaning could include up to five applications of this product.
- 1.3.5 Perform additional cleaning of the bronze with biodegradable, 60 to 200 mesh-size walnut shell blasting media at pressures between 15 to 40 psi to reduce corrosion and even out the surface for patina application. Use this system (under lower 10 to 15 psi pressures) to remove failed lacquer coating on the plaques. If needed to complement the blasting method, the controlled use of medium to high pressures from a pressure washer equipped with a minimum 30-degree fan tip adapter and Scotch Brite (or equal) pads may be utilized. Provide protection for surrounding surfaces and sheeting to gather spent blast media for disposal
- 1.3.6 Apply new patina to the bronze sculpture, which will consist of a cupric base followed by a ferric oxide layer. Patina to be performed by original artist,

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William Hopen, with the aid of the Vendor. Vendor responsible for all costs associated with utilizing the original artist.

- 1.3.7 Apply a thin coat of Outdoor Sculpture Wax (Museum Services Corporation or equal) to bronze sculpture, using natural bristle brushes. Tape the metal ferrules of brushes with blue painter's tape to avoid scratching bronze surfaces during application of the wax coating. Thin the wax with odorless mineral spirits as needed to achieve a brushable consistency. After the bronze cools, buff the wax coating to a soft sheen. Apply a second coat of wax at ambient temperature, using Butcher's Bowling Alley Clear Paste Wax (The Butcher Company or equal). Allow the wax to set and perform a final buffing with lint-free cloths and natural bristle horsehair brushes to enhance the luster of the protective coating.
- 1.3.8 Polish raised lettering and border on the two plaques with the sequential use of wet sandpaper of appropriate sanding grits (400 to 8,000) following the grain of the metal to reduce corrosion and return a general polish to the raised surfaces. Relacquer both plaques with Nikolas #11565 Outdoor Lacquer RFU or equal, following manufacturer's instructions. Once the lacquer cures, apply two thin coats of Butcher's Bowling Alley Clear Paste Wax at ambient temperature, allowing each coat to set and then buffing in between applications to a soft sheen. Replace missing or mismatched screws.
- 1.3.9 Remove existing sealant from between joints, clean the joints thoroughly to remove all residue, provide appropriately-sized backer rod, and re-seal joints with Dow Corning 756 SMS Building Sealant or equal. Given drainage concerns, apply sealant along the whole juncture between the bronze sculpture base and the granite capstone to prevent water ingress in this area. The color should match existing or as approved by the Agency.
- 1.3.10 Dry the bronze sculpture completely to remove all moisture, using clean soft cloths and propane torch for heat. Use soft natural bristle brushes to apply a thin coat of Outdoor Sculpture Wax (Museum Services Corporation, or equal) to bronze surfaces. Mildly heat the bronze with the propane torch to aid in the application of the wax and help provide a smooth and even coating. Thin the wax with odorless mineral spirits, as needed, to achieve a brushable consistency. After the bronze cools, buff the wax coating to a soft sheen. Apply a second coat of Butcher's Bowling Alley Clear Paste Wax (the Butcher Company, or equal) to bronze surfaces at ambient temperature. Allow the wax to set and then perform final buffing with lint-free cloths and natural bristle brushes to enhance the luster of the protective coating.

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1.3.11 Upon completion of the work, provide a treatment report with written and photographic documentation of conditions before, during, and after treatment. Include methodology and information on all products used. Label images with the name of the monument and the date on which the photograph was taken. Indicate whether it shows the monument before or after maintenance. Store the photographs in digital and hard-copy formats and provide to the Agency upon the completion of work.

1.4 The “West Virginia Coal Miner”

1.4.1 Access the monument with articulating lift, as necessary (34’ is recommended). Electric power outlets are not found immediately around the monument. The use of a small generator is recommended if power is required for the operation of any tools or equipment. No water source is within the immediate vicinity of the monument. Vendor may use pressurized hand-held sprayers if they are unable to coordinate with Agency to use a remote water source/connection. The nearest known standard hose bib is over 400’ away, at the northeast corner of the West Wing of the Main Capitol.

1.4.2 Rinse the entire monument with potable water delivered from a garden hose and wash with a 3- 5% solution of pH-neutral, conservation-grade detergent such as Orvus WA Paste (Proctor & Gamble or equal). Use soft natural bristle or synthetic brushes to aid in removing adherent dirt, rinsing thoroughly to remove all cleaning effluent. Provide protection to surrounding areas, as needed.

1.4.3 Reduce bright green corrosion products on the bronze sculpture and four plaques by the controlled use of medium to high pressure washing, using a 30-degree fan tip adapter and Scotch Brite, or equal, pads.

1.4.4 Dry the sculpture and four bronze plaques completely to remove all moisture, using clean soft cloths, absorbent toweling, and/or propane torch for heat. Apply a thin coat of Outdoor Sculpture Wax (Museum Services Corporation, or equal) to bronze surfaces, using natural bristle brushes. Tape the metal ferrules of brushes used during maintenance work with blue painter's tape to avoid scratching bronze surfaces during application. Mildly heat the bronze with the propane torch to aid in the application of the wax and help provide a smooth and even coating. Thin the wax with odorless mineral spirits

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as needed to achieve to brushable consistency. After the bronze cools, buff the wax coating to soft sheen. Apply a second coat of Butcher's Bowling Alley Clear Paste Wax (The Butcher Company or equal) to bronze surfaces at ambient temperature. Allow the wax to set and then buff with lint-free cloths and natural bristle brushes to enhance the luster of the protective coating.

- 1.4.5 Touch up or replace existing lacquer coating on baked enamel plaques as necessary. This shall be undertaken prior to waxing. Use Nikolas #11565 Outdoor Lacquer RFU, or equal. Apply two coats of Butcher's Bowling Alley Clear Paste Wax (or equal) at ambient temperature on the two bronze baked enamel plaques, allowing the wax to set and buffing in between applications to a soft sheen. Provide additional protection as necessary during waxing. This may include polyethylene sheeting to cover adjacent surfaces, etc.
- 1.4.6 Remove existing sealant from between joints, clean the joints thoroughly to remove all residue, provide appropriately-sized backer rod, and re-seal joints with Dow Corning 756 SMS Building Sealant, or equal. Given drainage concerns, apply sealant at the juncture between the boots of the figure and the top of the granite base to prevent water ingress in this location. Color shall match existing or as approved by the Agency.
- 1.4.7 Document treatment with high-resolution digital photography, taking before and after views of the monument. Label images with the name of the monument and the date on which the photograph was taken. Indicate whether it shows the monument before or after maintenance. Store the photograph in digital and hard-copy formats for future reference.

1.5 The "Fallen Firefighters"

- 1.5.1 Access the monument with ladders and scaffolding, as needed. Electric power outlets are not found immediately around the monument. The use of a small generator is recommended if power is required for the operation of any tools or equipment. No water source is within the immediate vicinity of the monument. Vendor may use pressurized hand-held sprayers if they are unable to coordinate with Agency to use a remote water source/connection.
- 1.5.2 Rinse the entire monument with potable water delivered from a

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garden hose and wash with a 3- 5% solution of pH-neutral, conservation-grade detergent such as Orvus WA Paste (Proctor & Gamble or equal). Use soft natural bristle or synthetic brushes to aid in removing adherent dirt, rinsing thoroughly to remove all cleaning effluent. During cleaning, carefully remove investment material accumulation by using plastic and stainless steel probes. Remove areas of surface corrosion by mildly working a Scotch Brite, or equal, pad over the surface.

- 1.5.3 Polish visor area of mask to return reflective luster with a sequential use of wet sandpaper of appropriate sanding grits (400 to 8,000) following the grain of the metal to reduce tarnishing and corrosion. Clean residue away by washing.
- 1.5.4 The interior sleeve of the proper left arm and other undercuts on the statue contain bronze investment casting material. Remove investments where found with the careful use of plastic or stainless steel probes. Clean away particulate with cotton swabs dampened with mineral spirits.
- 1.5.5 Dry the bronze sculpture completely to remove all moisture, using clean soft cloths and a propane torch for heat. Apply a thin coat of Outdoor Sculpture Wax (Museum Services Corporation or equal) to bronze surfaces, using natural bristle brushes. Tape the metal ferrules of brushes used during waxing with blue painter's tape to avoid scratching bronze surfaces during application. Mildly heat the bronze with the propane torch to aid in the application of the wax and help provide a smooth and even coating. Thin the wax with odorless mineral spirits as needed to achieve a brushable consistency. After the bronze cools, buff the wax coating to a soft sheen. Apply a second coat of wax at ambient temperature, using Butcher's Bowling Alley Clear Paste Wax (The Butcher Company or equal). Allow the wax to set and perform a final buffing with lint-free cloths and natural bristle brushes to enhance the luster of the protective coating.
- 1.5.6 Inspect lacquer coating on plaques for soundness and wholeness. Touch up losses or replace entirely as needed, using Nikolas #11565 Outdoor Lacquer RFU, or equal. Apply two thin coats of Butcher's Bowling Alley Clear Paste Wax (or equal) to all four plaques at ambient temperature, allowing each coat to set and then buffing in between applications to a soft sheen.
- 1.5.7 Seal diagonal crack at northeast corner of granite capstone with

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West Marine 105 clear two-part epoxy, or equal.

- 1.5.8 Grout cracks within the stone base, as needed, with a cementitious grout mix such as Jahn M30 Micro Crack Injection Grout (Cathedral Stone Products, or equal). Apply custom blend of fine white, black terra cotta and yellow Milliput putties (the Milliput Company, or equal) into wider cracks to create a blended feel.
- 1.5.9 Remove existing sealants, clean joints of all sealant residue, and replace with new flexible sealant material to prevent moisture from entering the monument plinth assembly. Apply sealant at the juncture between the boots of the figure and the top of the granite base to prevent water egress in this area. Use Dow Corning 756 SMS Building Sealant, or equal, color to blend in with surrounding stone (as approved by Agency).
- 1.5.10 Reduce copper staining on concrete curb and adjacent surfaces, as needed, using SB2381 Copper Stain Remover Liquid (Shore Corporation, or equal for concrete), using according to manufacturer's instructions. Copper staining is difficult to remove entirely, and the cleaning could include up to five applications of this product.
- 1.5.2 Document treatment with high-resolution digital photography, taking before and after views of the monument. Label images with the name of the monument and the date on which the photograph was taken. Indicate whether it shows the monument before or after maintenance. Store the photograph in digital and hard-copy formats for future reference.

Any reference to brand/make/model in the attached Exhibits is not intended to limit competition and should be followed by the words "or equal." All provided and installed materials must meet the minimum specifications as described in the Exhibits. As part of the treatment documentation provided at the conclusion of the work on each monument, Vendor will include a complete list and description of all processes and materials utilized to complete each specified step. Documentation shall also include any warranty information provided by each manufacturer of each product used in the treatment work.

2. **SCHEDULE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

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- 2.1** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency.
- 2.2** The Vendor shall provide the Agency Project Manager with an overall project schedule within seventy-two (72) hours of Award of the Contract. The proposed project schedule shall indicate areas to be worked. Where coordination or disruption of adjacent workspaces or occupants may be required, provide at least one week's advance notice prior to conducting work in those areas. Vendor shall adhere to schedule provided and coordinate through the Agency Project Manager.
- 2.3** Work shall be conducted as a single project, in the phases as indicated in the Performance section, above. The work schedule shall be reviewed and approved by the Agency Project Manager prior to commencement of the work. The Vendor shall coordinate the schedule around the Agency's work requirements.
- 3. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the Vendor's bid, but such costs will not be paid by the Agency separately.
- 4. PROJECT SPECIFIC CONDITIONS OF THE WORK**
- 4.1 Limits of Work**
- 4.1.1** Work areas will be limited to those spaces required for access to the jobsites/monuments.
- 4.1.2** Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Vendor will coordinate storage needs with the Agency Project Manager.
- 4.1.3** Agency facilities shall remain in use during this contract. Vendor shall work with the Agency Project Manager to coordinate the temporary access to work areas and otherwise provide for the Vendor areas needed to complete work. Vendor shall minimize disruption to building work areas and loading dock access.

Vendor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal, as available and as required for conducting the work. Vendor shall coordinate the location of service connections or use of receptacles with the Agency Project Manager to avoid overloading existing circuits. Owner shall be responsible for expenses, scheduling and coordination of protection and temporary shut off/removal of all electrical lines in work areas as required for safe working conditions. This includes all service lines running into or servicing the monuments.

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4.1.4 The Vendor shall be required to leave the work area clean upon completion of work daily. Vendor shall make arrangements for the collection and disposal of Vendor's waste and construction related debris. Debris shall be removed on a daily basis.

4.2 Work Restrictions

4.2.1 Access to the jobsite shall be coordinated with the Agency Project Manager. Vendor shall not leave open doors unattended and shall close doors when not in use. This is a non-smoking jobsite. Smoking is not permitted within any building or near entrances, operable windows or outdoor air intakes.

4.3 Parking

4.3.1 Some parking is available on the project site. Parking in non-designated areas is not permitted. Parking is the responsibility of the Vendor. With prior approval, Vendor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work. Use of loading dock areas or sidewalk areas for parking is strictly prohibited. Vendor must coordinate with the Agency on how best to minimize disruption of employee parking during the execution of the work.

4.4 Codes

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

4.5 Safety

4.5.1 All applicable local safety and OSHA rules and guidelines shall be met by the Vendor. Work shall be subject to verification and inspection by Agency Safety representatives. Such verification shall not relieve the Vendor from meeting all applicable safety regulations and inspection by other agencies.

4.6 Hot Work Permit

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

4.7 Workmanship

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

4.8 General Services Division Jobsite Safety Handbook

4.8.1 Prior to beginning any work covered by the Contract, Vendor shall have read, reviewed and acknowledged in writing the attached Jobsite Safety Handbook (Exhibit C)

4.9 Warranty

4.9.1 A one (1) year warranty on labor is required, and Vendor must provide one (1) year or manufacturer's warranty on materials, whichever is longer. The Agency prefers a longer warranty on the newly installed yoke on the "Liberty Bell" and on the repatina of the "Fallen Partner" monument, but cannot specify what length those warranties should be.

EXHIBIT C

Jobsite Safety Handbook

For Contractors

Department of Administration (DOA)

General Services Division (GSD)

**212 California Avenue
Building Four, 5th Floor
Charleston, WV**

**THIS HANDBOOK IS TO BE POSTED IN A VISIBLE AREA AT ALL CONSTRUCTION
PROJECTS AND/OR CONTRACTOR WORKSITES**

Contractor Contact: _____ **Phone #:** _____

EMERGENCY CONTACTS:

Project Manager:

Name: _____ **Phone #:** _____

Emergency Services #: _____

GSD Safety Section:

112 California Ave, Bldg.4 5th Floor. Charleston, WV 25305

Jonathan Trout: Work# 304 957-7153 Cell# 304-205-2721

Marsha Bowling Work# 304-957-7154 Cell# 304-951-1410

Revision 2/6/19

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JOBSITE SAFETY HANDBOOK

The following is a summary of applicable jobsite safety requirements. This handbook is intended to be used as a guide and in no way reflects all applicable safety requirements. All employees are responsible for ensuring a safe working environment. All hazards must be addressed regardless if they have been addressed in this handbook. All contractors working on GSD projects are required to follow OSHA regulations.

GSD safety and health procedures are available for review 24/7 in the Main Capitol Building basement, MB-69.

1. BUILDING ALARMS

In the event of a fire, sound the alarm and/or notify other building occupants immediately. Contractor personnel shall respond appropriately to all alarms by exiting the building immediately and remaining at least 50 feet from the building to allow for emergency response access.

2. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Workers must use personal protective equipment, such as:

- Hard hats when overhead, falling or flying hazards exist;
- Safety glasses or face shields for welding, cutting, nailing (including pneumatic), or when working with concrete and/or harmful chemicals;
- Proper shoes or boots to lessen slipping hazards and prevent toe crushing and nail punctures;
- Safety belts and/or harness systems for fall protection.

3. HOUSEKEEPING AND ACCESS AROUND SITE

- Keep all walkways and stairways clear of trash/debris and other materials such as tools and supplies to prevent tripping.
- Keep boxes, scrap lumber and other materials picked up and put in a dumpster or trash/debris area to prevent fire and tripping hazards.
- Provide enough light to allow workers to see and to prevent accidents.

4. STAIRS AND LADDERS

- All stairs are to be equipped with standard handrails.
- Keep ladders in good condition and free of defects – Do not use job made ladders.
- Inspect ladders before use for broken rungs or other defects so falls don't happen. Discard defective ladders.
- Secure ladders at the top and brace or tie off at the bottom to prevent them from slipping and causing falls.

5. SCAFFOLDS AND OTHER WORK PLATFORMS

Scaffolding is to be assembled and used according to OSHA regulations.

General scaffolding guidance:

- Provide ladders or stairs to access scaffold and work platforms safely.
- Keep scaffolds and work platforms free of debris. Keep tools and materials as neat as possible on scaffolds and platforms. This will help prevent materials from falling and workers from tripping.
- Erect scaffolds on firm and level foundations.
- Scaffold legs must be placed on firm footing and secured from movement or tipping, especially on dirt or similar surfaces (a good foundation is a must).
- Erecting and dismantling scaffolds must be under the supervision of a Competent Person.
- The competent person must inspect scaffolds before each use.
- Don't use blocks, bricks, or pieces of lumber to level or stabilize the footings. Manufactured base plates or "mud sills" made of hardwood or equivalent can be used.

Planking:

- Fully plank or use manufactured decking to provide a full work platform on scaffolds. The platform decking and/or scaffold planks must be scaffold grade and not have any visible defects.
- Extend planks or decking material at least 6' over the edge or cleat them to prevent movement. The work platform or planks must not extend more than 12" beyond the end supports to prevent tipping when stepping or working.
- Be sure that manufactured scaffolds are the proper size and that the end hooks are attached to the scaffold frame.

Guardrails:

- Guard scaffold platforms that are more than 10 feet above the ground or floor surface must have a standard guardrail. If guardrails are not practical, use other fall protection devices such as safety belts/harnesses and lanyards.
- Place the top rail approximately 42" above the work platform or planking, with a mid-rail about half that high at 21".
- Install toe boards when other workers are below the scaffold.

6. FALL PROTECTION

OSHA has specific and detailed requirements for fall protection – refer to 29 CFR 1926 Subpart M, 29 CFR 1910, 29 CFR Subpart I. A few of those requirements are listed below:

Guarding:

- Install guardrails around open floors and walls when the fall distance is 4' or more. The top rail must withstand a 200 lb load.
- Construct guardrails with a top rail approximately 42" high with a midrail about half that high at 21".
- Install toe boards when other workers are below the work area.
- Cover floor openings larger than 2x2 (inches) with material to safely support the working load.
- Use other fall protection systems like personal fall arrest systems (harness & lanyard), slide guards, roof anchors or alternative safe work practices when a guardrail system cannot be used. Only wear proper shoes or footwear to lessen slipping hazards.
- Train workers on safe work practices before performing work on foundation walls, roofs, trusses, or where performing exterior wall erections and floor installations.
- Flagging systems can be used, where appropriate. Flagging systems must comply with OSHA guidance.

7. EXCAVATION AND TRENCHING

Refer to OSHA regulations for excavation and trenching requirements, along with regulations for walking and working surfaces: 29 CFR 1926 Subpart P, 29 CFR 1910 Subpart D

Some of the Excavation and Trenching requirements are listed below:

- Find the location of all underground utilities by contacting West Virginia 811 before digging. Dial 811 or 800-245-4848.
- Keep workers away from digging equipment and never allow workers in an excavation when equipment is in use.
- Keep workers from getting between equipment in use and other obstacles and machinery that can cause crushing hazards.
- Keep equipment and the excavated dirt back 2 feet from the edge of the excavation.
- Have a competent person conduct daily inspections and correct any hazards before workers enter a trench or excavation.
- Provide workers a way to get into and out of a trench or excavation. Ladders and ramps can be used and must be within 25' of the worker.
- For excavations and utility trenches over 5 feet deep, use shoring (trench boxes), benching, or slope back the sides. Unless soil analysis has been completed, the earth's slope must be at least 1-1/2 horizontal to 1 vertical
- Keep water out of trenches with a pump or drainage system, and inspect the area for soil movement and potential cave-ins.
- Open ditches more than 24 hours or overnight must have fence protection.
- Keep drivers in the cab and workers away when dirt and other debris are being loaded into dump trucks. Workers must never be allowed under any load and must stay clear of the back of vehicles.

8. TOOLS AND EQUIPMENT

- Maintain all hand tools and equipment in safe condition and check regularly for defects. Broken or damaged tools and equipment must be removed from the jobsite.
- Use double insulated tools, or ensure the tools are grounded (check for ground plug).
- Equip all power saws (circular, skill, table, etc) with blade guards. Saws must be turned off when unattended. Unplug all power tools when not in use.
- Make sure cords are not damaged. The outer insulation must not be cut or damaged.
- Pneumatic and powder-actuated tools must only be used by trained and experienced personnel. Require proper eye protection for workers.
- Never leave cartridges for pneumatic or powder-actuated tools unattended. Keep equipment in a safe place, according to manufacturer's instructions.

9. VEHICLES AND MOBILE EQUIPMENT

- Inform workers verbally and provide training to stay clear of backing and turning vehicles and equipment with rotating cabs.
- Maintain back-up alarms for equipment with limited rear view or use someone to help guide them back.
- Verify experience or provide training to crane and heavy equipment operators.
- Maintain at least 10 foot clearance from overhead power lines when operating equipment.
- Block up the raised bed when inspecting or repairing dump trucks.
- Use a tag line to control materials moved by a crane.

10. ELECTRICAL

- Prohibit work on new and existing energized (hot) electrical circuits until all power is shut off and a positive "Lockout/Tagout System" is in place.
- Maintain all electrical tools and equipment in safe condition and check regularly for defects.
- Broken or damaged tools and equipment must be removed from the jobsite.
- Protect all temporary power (including extension cords) with Ground Fault Circuit Interrupters (GFCI's). Plug into a GFCI protected temporary power pole, a GFCI protected generator, or use a GFCI extension cord to protect against shocks.
- Locate and identify overhead electrical power lines. Make sure that ladders, scaffolds, equipment or materials never come within 10 feet of electrical power lines.
- Exterior electrical must be approved (UL, NEMA, etc) for exterior use (no internal junction boxes).

11. FIRE PREVENTION

- Provide fire extinguishers near all welding, soldering or other ignition sources.
- Avoid spraying of paint, solvents or other types of flammable materials in rooms with poor ventilation. Build up of fumes and vapors can cause explosions or fires.

- Store gasoline and other flammable materials in a safety can outdoors or in an approved storage facility. (Metal cans with self-sealing lids).

12. CHEMICAL HAZARDS

All hazardous chemicals present in the workplace must have an up-to-date Material Safety Data Sheet (MSDS). All contractors shall maintain MSDS for chemicals used or stored at GSD facilities. All warnings and directions for use must be followed.

13. CONFINED SPACES

By definition, a **confined space**:

- Is large enough for an employee to enter fully and perform assigned work;
- Is not designed for continuous occupancy by the employee; and
- Has a limited or restricted means of entry or exit.

These spaces may include underground vaults, tanks, storage bins, pits and diked areas, vessels, silos and other similar areas.

By definition, a **permit-required confined space** has one or more of these characteristics:

- Contains or has the potential to contain a hazardous atmosphere;
- Contains a material with the potential to engulf someone who enters the space;
- Has an internal configuration that might cause an entrant to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section; and/or
- Contains any other recognized serious safety or health hazards.

Entry into confined spaces without an evaluation is forbidden. Entry into permit-required confined spaces requires compliance with all OSHA requirements. Entry into non-permit spaces will require an evaluation by GSD Safety to confirm that conditions remain non-permit required.

Contractors that perform confined space entry activities are required to comply with OSHA regulations. GSD will not provide confined space rescue equipment.

14. LOCK-OUT/TAG-OUT

Before working on, repairing, adjusting or replacing equipment and machinery, all appropriate safety procedures, including lockout/tagout, must be utilized to place the machinery or equipment in a neutral or zero mechanical state.

Outside contractors are expected to have knowledge of lock-out/tag-out requirements.

Contractor Acknowledgement:

I, the undersigned, have read, reviewed and acknowledge my understanding of the General Services Division safety requirements, as set forth in this handbook. I am also aware that all applicable rules and regulations are to be followed, regardless of whether they are specifically mentioned in this handbook.

Contractor Representative (Print Name): _____

Contractor Representative Signature: _____ **Date:** _____

This signed acknowledgement must be signed and returned to the GSD Safety Section prior to start of project work.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: AEGIS RESTAURO, LLC

Authorized Signature: [Signature] Date: 4/22/2019

State of New Jersey

County of Somerset, to-wit:

Taken, subscribed, and sworn to before me this 22 day of April, 2019

My Commission expires June 20 2022, 20 .

MANUEL GORGY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 20, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



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 a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Debt to the state or political subdivision (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 of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)



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

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

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

1. I am an employee of _____; and,
(Company Name)
2. I do hereby attest that _____
(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: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____, _____.

By Commission expires _____

(Seal)

(Notary Public)

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia 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. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- 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 Contact Information:

Vendor Name: _____

Vendor Telephone: _____

Vendor Address: _____

Vendor Fax: _____

Vendor E-Mail: _____

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 Obligee, 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 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, the _____ (N) day of _____ (O), 20____ (P).

Principal Seal

(R)

_____ (Q)
(Name of Principal)

By _____ (S)
(Must be President, Vice President, or
Duly Authorized Agent)

_____ (T)
Title

Surety Seal

(U)

_____ (V)
(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 Oblige, 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 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 _____ 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.**

Agency _____
REQ.P.O.# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, AEGIS RESTAURO, LLC.
of 586 River Road, Belle Mead, NJ 08502, as Principal, and Accredited Surety and Casualty Company, Inc.
of 4798 New Broad Street, Suite 200 Orlando, FL 32814, a corporation organized and existing under the laws of the State of Florida
with its principal office in the City of Orlando, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of the Amount Bid (\$ 5% of Amt Bid) 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

WV Capitol Campus Monuments Restoration , Charleston , WV

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 24th day of April, 20 19.

Principal Seal

AEGIS RESTAURO, LLC.
(Name of Principal)
By Philip S. Retunowski
(Must be President, Vice President, or
Duly Authorized Agent)
CEO AND CONSERVATOR
(Title)

Surety Seal

Accredited Surety and Casualty Company, Inc.
(Name of Surety)
Philip S. Tobey, Attorney In Fact
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.

Consent of Surety

Accredited Surety and Casualty Company, Inc., a corporation created and existing under the laws of the State of **FL**, maintaining an office in **Orlando, FL**, duly authorized to transact business in the **WV** (hereinafter, the "Surety") does hereby consent and agree with the bid of **AEGIS RESTAURO, LLC.** (hereinafter, the "Principal"), as principal, for **WV Capitol Campus Monuments Restoration, Charleston, WV** (hereafter the "Contract") be accepted and the Contract shall be properly and lawfully awarded to the Principal in the amount not to exceed the Principal's bid, the Surety shall execute and deliver to the Principal a bond(s) for the faithful performance of the Contract in such form as may set forth in, and as required by, the bid specifications, solicitation or advertisement (hereinafter, the "Bid Documents").

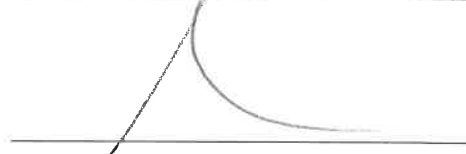
This Consent of Surety shall remain in force and effect for so long as the Bid Documents provide for acceptance of the Principal's bid or execution of the Contract. If no such period is set forth in the Bid Documents, for 90 days after bid opening, or as otherwise may be required by statute or regulation, whichever period is longer, unless the Principal and the Surety shall agree in writing to a longer period.

This Consent of Surety has been signed, sealed and dated on **4/24/2019**

ATTEST:

Accredited Surety and Casualty Company, Inc.


Brenda Turiello


Philip S. Tobey, Attorney In fact

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____) ss:
COUNTY _____)

On the _____ day of _____ in the year 20 _____,
Before me personally came _____ to me known, who, being by me duly
sworn, did depose and say that (s) he resides at _____,
that (s) he is the _____ of
_____, the corporation described in and which
executed the above instrument; and that (s) he signed her/his name thereto by order of the Board of
Directors of said corporation.

My commission expires: _____
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF New Jersey) ss:
COUNTY OF Somerset)

On the 22 day of APRIL in the year 20 19,
Before me personally came JOANNA PIETRUSZEWICZ to me known and known to me to be a
member of the firm AEGIS RESTAURO, LLC, described in and who
executed the foregoing instrument; and (s) he duly acknowledged to me that (s) he executed the same for
and in behalf of said firm for the uses and purpose mentioned therein.

My commission expires: MANAL GORGY Manal Gorgy
NOTARY PUBLIC OF NEW JERSEY Notary Public
My Commission Expires June 20, 2022.

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF New Jersey) ss:
COUNTY OF Somerset)

On the 22 day of APRIL in the year 20 19,
Before me personally came JOANNA PIETRUSZEWICZ to me known and known to me
to be the person described in and who executed the foregoing instrument and (s) he duly acknowledged that
(s) he executed the same.

My commission expires: June 20 2022 Manal Gorgy
MANAL GORGY Notary Public
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 20, 2022.

Accredited Surety and Casualty Company, Inc.
4798 New Broad Street,
Suite 200
Orlando, FL 32814
Statement of Assets, Liabilities, and Surplus
as of December 31, 2017

Bonds	\$ 111,042,963
Stocks - Common	7,548,078
Mortgage loans	669,924
Cash	24,863,314
Investment income due and accrued	505,534
Uncollected premiums and agents' balances in the course of collection	3,258,038
Amounts recoverable from reinsurers	110,477
Electronic data processing equipment and software	28,008
Receivable from parent, subsidiaries and affiliates	690,727
Total Assets	\$ 148,717,063
Losses	\$ 12,610,561
Loss adjustment expenses	275,900
Commissions payable, contingent commissions and other similar charges	295
Other expenses	661,845
Taxes, licenses and fees	328,277
Current federal and foreign income taxes	5,424,188
Net deferred tax liability	-
Unearned premiums	189,261
Ceded reinsurance premiums payable	2,849,749
Funds held under reinsurance treaties	33,603
Provision for reinsurance	68,612
Special reserves under Section 625.071 Florida Statutes	1,707,642
Write-In - Retroactive Reinsurance	69,879,503
Unearned Ceding Commission	195,254
Deferred Rent	28,969
Total liabilities	\$ 94,253,659
Common capital stock	\$ 4,209,000
Gross paid in and contributed surplus	28,510,000
Unassigned funds (surplus)	21,744,404
Surplus as regards to policyholders	\$ 54,463,404
Total Liabilities and Policyholder Surplus	\$ 148,717,063

I, Marney N. Emel, Chief Financial Officer of Accredited Surety and Casualty Company, Inc., certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of the company, as of December 31, 2017, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Florida.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 10th day of April, 2018.

Accredited Surety and Casualty Company, Inc.



Marney N. Emel, Chief Financial Officer

ACCREDITED SURETY AND CASUALTY COMPANY, INC.

ORLANDO, FLORIDA

CERTIFIED POWER OF ATTORNEY

No. 10097364

KNOW ALL MEN BY THESE PRESENTS: That Accredited Surety and Casualty Company, Inc. herein after referred to as "Accredited" a Florida corporation, having its principal office at 4798 New Broad Street, Suite 200, Orlando Florida, 32814 does hereby make, constitute and appoint:

Lionel D. Jorge, Philip S. Tobey

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to each in their separate capacity if more than one is named above, to sign, execute and deliver on its behalf surety bonds and other instruments of similar nature excluding bail bonds not to exceed:

THREE MILLION DOLLARS (\$3,000,000.00)

The acknowledgment and execution of any such document by the said Attorney-in-Fact shall be as binding upon this company as if such bond has been executed and acknowledged by the regularly elected Officers of this company. Accredited further certifies that this power is a true and exact copy of the resolution of the Board of Directors of Accredited duly adopted and now in force, to wit: "ALL bonds of the corporation shall be executed in the corporate name of the company an authorized Officer and they may appoint Attorneys-in-Fact or agents, who shall have authority to issue bonds in the name of the Company."

IN WITNESS WHEREOF, the said ACCREDITED SURETY AND CASUALTY COMPANY, INC. has caused these presents to be executed and its corporate seal to be hereto affixed by its authorized Officer this 6th day of December, 2016.



ACCREDITED SURETY AND CASUALTY COMPANY, INC.

By: Todd M. Campbell
Todd M. Campbell, President and CEO

STATE OF FLORIDA } SS
COUNTY OF ORANGE } SS

On this 6th day of December, 2016, before me, a Notary Public, personally appeared the above named Officer who is personally known to me, and being duly sworn, acknowledged that he/she signed the above Power of Attorney as an authorized Officer of the said ACCREDITED SURETY AND CASUALTY COMPANY, INC., and acknowledged said instrument to be the voluntary act of said corporation.

VALERIE M. HARVEY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # GG219186
EXPIRES 08/22/2022
BONDED THRU 1-888-NOTARY1

Valerie M. Harvey
Notary Public, State of Florida

I, the undersigned, Officer of Accredited, do hereby certify that this is a true and correct copy of a Power of Attorney. In testimony whereof, I have hereunto set my hand and the corporate seal of Accredited which is still in full force and effect this * 24th day of April, 2019. Signed and sealed at the City of Orlando, Florida.



ACCREDITED SURETY AND CASUALTY COMPANY, INC.

By: Marney N. Emel
Marney N. Emel, Chief Financial Officer

* IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.
NOTE: For verification of the authority of this power, call (888) 668-2791 any business day between 8:00am and 5:00pm EST.
WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

Historic Preservation
Architectural Restoration
Sculpture Conservation



Aegis Restauero, LLC

586 River Road
Belle Mead, New Jersey 08502

Telephone/Fax: 908 359 5200
Email: aegisrestauero@comcast.net
Website: www.aegisrestauero.com

AEGIS RESTAURO, LLC

QUALIFICATIONS

Tax ID 22-3742617

DUNS No. 966507378

CAGE Code 1TB46

Prepared by **Aegis Restauro, LLC**
586 River Road
Belle Mead, New Jersey 08502
Telephone/fax: (908) 359-5200
e-mail: aegisrestauro@comcast.net
web site: www.aegisrestauro.com

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Aegis Restauro,LLC

*586 River Road, Belle Mead, New Jersey 08502; telephone/fax: (908) 359-5200
e-mail: aegisrestauro@comcast.net; web site: www.aegisrestauro.com*

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QUALIFICATIONS

Company Background

Aegis Restauro, LLC is a full-service, award winning company based at 586 Millstone River Road in Belle Mead, New Jersey. The company has served, under the same ownership and management, private and public properties and art collections in the United States and Europe for over twenty five years. Owned and directed by Zbigniew Pietruszewski and Joanna Pietruszewski, both graduate program-trained conservators, the company was originally established in 1988 under the name Laboratory for Conservation of Fine Arts. Its name was changed to Aegis Restauro, LLC in 2006.

The company specializes in the conservation and restoration of fine art and historic and artistic stone, metal, wood, and terracotta-based architectural structures and elements, outdoor sculpture, and monuments. All work conducted is required to meet the *Secretary of the Interior's Standards for Rehabilitation* and must conform to the *Code of Ethics of the American Institute for Conservation of Historic and Artistic Works (AIC)*. Joanna and Zbigniew have been Professional Associates of the American Institute for Conservation of Artistic and Historic Works (AIC) since 1996.

Contact

Joanna S. Pietruszewski
Conservator and CEO

Zbigniew Pietruszewski
Conservator and President

586 River Road
Belle Mead, New Jersey 08502

Telephone/Fax: (908) 359-5200
E-mail address: aegisrestauro@comcast.net

Web site: www.aegisrestauro.com

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Company Structure and Services

The firm has two divisions.

The **Objects, Sculpture, Monuments, and Architectural Conservation, Restoration and Historic Preservation Division** provides the complete range of services for historic masonry, historic metals, historic wood, architectural ornamental elements and art, outdoor sculpture and monuments including:

- Condition assessment
- Treatment planning
- Maintenance recommendations
- Treatment documentation
- Cleaning
- Salt efflorescence removal
- Removal of deteriorated coatings
- Pointing removal
- Re-pointing
- Waterproofing
- Masonry resetting, removal and replacement
- Masonry disassembly and reassembly
- Crack injection
- Dutchman repairs
- Composite patching
- Surface stabilization and consolidation
- Structural stabilization and repairs
- New construction to replicate historic non-existing structures or elements
- Reconstruction of lost elements to match the existing original elements
- Disassembly, protection and transport of objects to the treatment facility
- Reassembly and reinstallation of objects after the treatment
- Relocation of objects and structures
- Chemical stabilization of metals
- Repairs and reconstruction of metal elements and objects
- Reconstruction of patina on metals
- Application of protective coating
- Visual integration of the surfaces
- Inpainting and color reconstruction
- Treatment of polychrome and gilded surfaces on stone, metal, wood, and other materials

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The **Fine Art Conservation and Restoration Department** conserves diverse collections of artistic and historic objects connected to or independent of work undertaken by the Architectural Division.

The Aegis Restauero, LLC **client roster** includes:

- Department of Veterans Affairs, Washington D.C.
- National Park Service, Acadia National Park, Maine
- National Park Service, Buffalo River, Arkansas
- National Park Service, Roosevelt-Vanderbilt National Historic Site, Hyde Park, New York
- City of Boston, Massachusetts
- City of New York, Department of Parks and Recreation, New York
- City of New York, Department of Art and Antiquities
- City of New York, Department of Design and Construction
- State of New Jersey, Department of Property Management and Construction
- County of Hudson, New Jersey
- Teaneck Public Library, New Jersey
- Morven Museum, Princeton, New Jersey
- City of Hartford, Connecticut
- City of New Britain, Connecticut
- City of Norwalk, Connecticut
- Texas Historical Commission
- City of Houston, Parks and Recreation Department, Texas
- City of Dallas, Planning, Design and Architecture Department, Texas
- City of Fort Worth, Parks and Recreation Department, Texas
- United States Military Academy, West Point, New York
- West Point Military Museum, West Point, New York
- The Green-Wood Cemetery, Brooklyn, New York
- Farewells, Mills and Gatsch Architects, Princeton, New Jersey
- Leland Torrence Architects, New Haven, Connecticut
- The Bresnan Architects, New York, New York
- Local municipal government agencies

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Awards

Aegis Restauro has received national recognition for their work, including:

- **New Jersey Historic Preservation Award**, Battery Lewis Restoration, 2018
- **Connecticut Preservation Award**, CT Trust for Historic Preservation, 2018
New Britain Veterans' Monuments Conservation
- **Connecticut Preservation Award**, from the Connecticut Trust, 2013.
Aegis Restauro was listed as a contributor to Old North Cemetery Rehabilitation-Phase 2
- **Historic Preservation Award**, Historical Society of Princeton, 2007
For conservation of the Princeton Battle Monument, Princeton, New Jersey
- **National Preservation Award**, National Trust for Historic Preservation, 2003
For the restoration of Fair Park, the nation's largest collection of Art Deco exposition architecture, Dallas, Texas. **National Historic Landmark.**
- **Preservation Achievement Award**, Preservation Dallas 2001
For outstanding contributions to the preservation and revitalization of Dallas' architectural and cultural resources. **National Historic Landmark.**

Contract Compliance

Aegis Restauro, LLC is a NJ certified SBE.

Our company is an Equal Opportunity Employer.

The company has operated under the same management since 1988.

Financial statements and bank references are available upon request.

Please see the attached list of projects Aegis Restauro, LLC completed in the past and visit our web site at www.aegisrestauro.com to view photographs showing examples of our work.

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ORGANIZATION OF WORK

General Project Management

Aegis Restauero specializes in historic preservation, sculpture, monuments, and architectural elements conservation and restoration. Our team members can handle the unique challenges associated with treating irreplaceable objects of cultural heritage. Staff conservators, technicians and assistants have been trained in all aspects of the complex conservation treatments. Auxiliary team members and contractors (including sculptors, stained glass conservators, foundries, carpenters, roofers, and others) have special expertise in applying their skills to conservation and preservation problems.

We regularly perform complex treatments on outdoor structures of all sizes, composition, and condition: from small sculptures and commemorative plaques, to building facades and cupolas, to monumental historic carriage road bridges.

We are experienced in the use of all hand and power tools common to the professional conservation treatment of such objects. We own and are certified to use such equipment as **JOS micro-abrasive system** - a low pressure cleaning system developed for the conservation of fragile surfaces. We have received an extensive training and continue acquiring experience in the application of **LASERS** for cleaning of artistic objects and historic surfaces. We own **Tornado ACS** developed especially with historic surfaces in mind by German engineers, allowing us to self-contain residue from the cleaned surfaces.

Aegis Restauero provides all equipment and the vehicles necessary to complete the project.

The company has an established safety routine in place at every work site and we ensure that our conservators and subcontractors follow all safety regulations. We require that each worker is OSHA certified, wears appropriate protective clothing and safety equipment, demonstrates familiarity with all emergency procedures, keeps the site clean of trash and spills, and is trained to handle hazardous elements such as chemical materials used in conservation.

Aegis Restauero has a reputation for prompt and thorough response to the unexpected challenges common in the preservation of historic objects. Our technical expertise and years of experience working with stone, wood and metal objects means we are excellent at troubleshooting—anticipating problems and correcting them. We thus avoid costly change orders and time delays.

Zbigniew Pietruszewski, Chief Conservator, acts as conservation project manager and supervises all work. He is on-site at all times that work is carried out and performs all tasks requiring specialized skills such as ensuring structural stability, application of

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chemical cleaning solutions, re-patination of metals, crack injection and repairs on stone, and reconstruction of sculptural and artistic details. Mr. Pietruszewski is responsible for the correct implementation of all treatments and is the principal contact for the owner at the site of the project.

Joanna Pietruszewski, Art Conservator, Project Coordinator, Project Administrator and Client Liaison, conducts and supervises conservation of works of art and historic objects, creates and maintains treatment documentation, and manages and oversees contracts. Her role is to ensure that all aspects of the project proceed smoothly and she is the principal contact for the client.

In addition to Joanna and Zbigniew - its two chief conservators and principals - Aegis Restauro, LLC hires assistant conservators, historic masons, and sculptors, whose number varies from project to project. All key employees have worked with Aegis Restauro at least 5 years or more. The company also works with experts in various trades including carpentry, roofing, ornamental metal work, and structural steel work.

General Approach to Conservation Methodology

All work conducted by Aegis Restauro, LLC is required to meet the *Secretary of the Interior's Standards for Rehabilitation* and must conform to the *Code of Ethics of the American Institute for Conservation of Historic and Artistic Works (AIC)*.

At Aegis Restauro, our approach to conservation is one of minimal intervention. We structure treatments to begin with the least invasive techniques and materials first, moving to more active solvents and methods only if necessary. We strive to **retain the historic appearance and maintain a unique character** of an object while removing detrimental matter, dirt and stains and assuring structural and surface stability of the object and its visual integrity. To accomplish this, our conservators study history of the object in treatment, analyze record of the past conservation treatments and interventions, understand the cultural purpose and function of the object, and its visual perception by the public.

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Our core team members are graduate program-trained in conservation and restoration of artistic and historic works and have on average 15-25 years of experience in the application of conservation treatment methodologies. Key members have the background in chemistry, materials science and technology, art history and artistic techniques, as well as relevant crafts and trades such as masonry, carpentry and metalworking. The depth and breadth of knowledge we bring to a project allows us to conduct a thorough and accurate analysis before treatment. It assures our clients that the agreed-upon treatment recommendations and scope of work will be implemented accurately and professionally. Individually and collectively, our knowledge base permits Aegis Restauro to modify procedures efficiently when the requirements of an object or a situation demand.

We believe that by applying professionally accepted conservation techniques, proper conservation materials, and the detailed knowledge of the mechanism of structural and chemical damage that may be occurring in the object, with appropriate maintenance, our treatments will provide lasting results for many years.

One of the key elements in our professional practice is the written and photographic documentation. Digital images are taken routinely before, during and after the treatment. Digital images are always provided to our clients on a CD. Color photographs, black and white photographs, and other formats are provided, if requested by the Owner.

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Zbigniew Pietruszewski, Sculpture, Monuments and Architectural Elements Conservator
Joanna S. Pietruszewski, Art Conservator

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Selected Projects in the Conservation and Restoration of Historic Monuments and Architecture Completed in the Past

2017-2018

DDC/DPR, City of New York

Conservation and restoration of *Peter Cooper Monument*, bronze Tennessee marble, granite, and bronze by **Augustus Saint-Gaudens and Stanford White**. This \$80,000-project included preparing specifications and detailed treatment plan, submittals to the Public Design Commission of New York City, and performing full treatment. The procedures consisted of cleaning the stone, Dutchman repairs, crack injection in stone, repointing, graffiti removal, cleaning of bronze, spot repatination, new coating application on bronze, and reconstruction of sculptural elements in limestone.

2017-2018

National Park Service, Acadia National Park, Desert Island, Maine
Rehabilitation of Historic Duck Brook Vehicular Bridge, granite cleaning, re-pointing of stone, patching, concrete restoration
\$480,000.00

Contact: Daniel B Meggison
Acadia National Park
Facilities Operations Supervisor

W: (207) 288-8757
C: (207) 812-8746

2017

State of Georgia, Sweetwater Creek Park

Sweetwater Creek Ruins Stabilization, brick, steel, concrete
Cleaning, brick replacement, brick resetting, installation of steel lintels
\$310,000.00

Contact: Richard W. Day
Engineering & Construction North Region Project Manager
Georgia Department of Natural Resources
M: (404) 354-6971

Aegis Restauro, LLC

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2017

State of Kentucky

JCTC Seminary Front Gate Restoration, Indiana Limestone

Stone cleaning, patching, Dutchman repairs, stone replacement and re-setting
\$82,000.00

2015-2016

Monmouth County Park System, New Jersey

Battery Lewis Restoration – Phase 2, concrete, steel, electrical, and HVAC \$588,000.00

We acted as a general contractor and conservator on this historical restoration project. We cleaned 33,000 square feet of historic concrete using JOS system and we removed graffiti using Tornado Cleaning System; we installed 800 patches in concrete, 2,500 lineal feet of crack repairs; we cleaned and coated about 300 steel elements, restored 23 steel doors and windows; restored 2 gates, and fabricated 5 new steel gates; we cleaned and re-coated a 68-foot long and 16" in diameter steel gun barrel, the largest of this kind in the United States.

Contact: Jan Hird Pokorny Associates, INC.
Kurt Hirschberg, Project Manager
39 West 37th Street, Suite 12A South
New York, NY 10018
T: 212-759-6462, Ext. 15
F: 212-759-6540
E-Mail: hirschberg@jhpokorny.com

2014-2015

City of New Britain, Connecticut

Rehabilitation of **Monuments in Various Parks**, limestone, granite, concrete, brick, bronze
\$316,955.00

Historic stone cleaning, Dutchman repairs, patching, crack injection, salt efflorescence removal, removal of stains, treatment of bronze, reconstruction of sculptural elements in bronze

Contact: Phil Barlow, Architect
TO Design
Old Post Office Plaza
114 West Main Street, Suite 201
New Britain, CT 06051
T: 860-612-1700 ext. 12
F: 860-612-1757
www.todesignllc.com

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2013-2016

Conservation of *Alamo*, painted Cor-Ten steel, 1963 by Tony Rosenthal, **City of New York**. The project included preparing specifications and detailed treatment plan, submittals to the Public Design Commission of New York City, and performing full treatment. The treatment included moving the sculpture from Manhattan to the conservation facility, removal of existing paint and anti-graffiti coatings, metal repairs, including structural elements, re-coating, and re-installing in its permanent location in Manhattan. We applied **laser cleaning technology** to stabilize interior corrosion of metal.

Contact: **Jonathan Kuhn**
Director, Art & Antiquities

T 212.360-8143
F 212.360-1329

NYC Parks
The Arsenal, Central Park
830 Fifth Avenue, Room 20
New York, NY 10065

2013-2016

City of New York, New York, Subcontract
Battery Park Outdoor Sculpture Restoration, granite, bronze
\$295,000.00

- **Giovanni Da Verrazano Monument:** cleaning of bronze, re-patination, application of protective coating, reconstruction of the sculptural elements in bronze
- **John Ericsson Monument:** cleaning of bronze, stabilization of the existing patina and coatings, cleaning of granite, re-pointing of stone, re-gilding the inscription
- **John Wolfe Ambrose Monument:** disassembly of the granite stele, stone cleaning and repairs, replacement of damaged tiles, reconstruction of the missing bronze bust

Included in New York State Heritage Area

Contact: **Jonathan Kuhn**
Director, Art & Antiquities

Aegis Restauero, LLC

Zbigniew Pietruszewski, Sculpture, Monuments and Architectural Elements Conservator
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NYC Parks
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830 Fifth Avenue, Room 20
New York, NY 10065

2014 **City of Norwalk, Connecticut, City of Norwalk Historical Commission**
Pine Island Cemetery Gravestones Conservation, marble, granite
brownstone
\$38,500.00

Treatment of stones included cleaning, tooling of deteriorated stone, application of the biocide, crack injection, crack repairs, composite patching, reconstruction of stone surfaces, application of consolidation system on stone, color visual integration of patches, resetting and leveling of stone

Contact: *David Westmoreland*
City of Norwalk Historical Commission
(203) 505- 8423

2013 **City of Stamford, Connecticut, Subcontract**
Boyle Stadium Historic Restoration, fieldstone
\$345,000.00

Jeff Brown, Engineer
Telephone: (203) 627-6352

Full treatment of walls and bleachers including disassembly of stones, re-assembly, cleaning and restoration, and re-pointing.

2012 **City of Hartford, Connecticut**
Old North Cemetery Rehabilitation- Phase 2
brownstone, marble, granite, wrought iron
\$258,000.00

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Listed on National Register of Historic Places in 1998.

Full treatment of 52 stone monuments, box tombs, and grave stones includes cleaning, tooling of deteriorated stone, application of the biocide (Architectural D/2), crack injection (Jahn M30), crack repairs (Jahn M70, M120), composite patching (Jahn M70), reconstruction of missing sculptural elements, reconstruction of stone surfaces, application of consolidation system on stone (HCT, H 100), color visual integration of patches (using mineral based paint system), resetting and leveling of stone, cleaning of wrought iron fences (ProSoCo), removal of paint from metal, reconstruction of missing elements, application of new paint system (Tnemec).

Contact: Phil Barlow, Architect
TO Design
Old Post Office Plaza
114 West Main Street, Suite 201
New Britain, CT 06051
T: 860-612-1700 ext. 12
F: 860-612-1757
www.todesignllc.com

OR

J. Alan Strong, AIA, LEED AP
STRONG DESIGN ASSOCIATES, ARCHITECTS
Architect / Principal / LEED Accredited Professional
20 Clover Lane
Manchester, CT 06040
Ph: (860) 614-9269
Fax: (860) 646-9050
alan.strong@sbcglobal.net

2012

City of Norwalk, Connecticut, City of Norwalk Historical Commission
Pine Island Cemetery Gravestones Conservation, marble, granite
brownstone
\$15,700.00

Treatment of 25 stones included cleaning, tooling of deteriorated stone, application of the biocide, crack injection, crack repairs, composite patching, reconstruction of stone surfaces, application of consolidation system on stone, color visual integration of patches, resetting and leveling of stone

Contact: *David Westmoreland*

Aegis Restauro, LLC

*Zbigniew Pietruszewski, Sculpture, Monuments and Architectural Elements Conservator
Joanna S. Pietruszewski, Art Conservator*

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*City of Norwalk Historical Commission
(203) 505- 8423*

2012 **National Park Service, Vicksburg National Military Park, Mississippi**
Twelve Monuments Conservation, granite, marble, bronze
\$50,000.00

Listed on National Register of Historic Places in 1966.

Work includes cleaning of the stone and bronze surfaces, removal of deteriorated coatings from bronze, fabricating and reconstructing missing bronze elements, spot re-patination of bronze, application of protective coating.

Contact: E. Andre Ward
Contracting Officer
NPS - SER - West MABO Duty Stationed At
Gulf Islands National Seashore
1801 Gulf Breeze Parkway, Gulf Breeze, FL 32563
(850) 934-2614 (phone) (850) 932-9654 (fax)

2012 **City of New York, Department of Art and Antiquities**
G. Washington Bi-Centennial Tree Memorial Plaque, Bennett Park
bronze on granite
Private Emilio Barbosa Memorial Plaque, Bennett Park, bronze

2012 **City of New York, Department of Art and Antiquities**
McCarren Pool and Bath, 4 bronze flagstaff collars, consisting of 8
eagle sculptures, 1936
\$34,000.00

New York City Landmark

Work includes cleaning of the bronze surfaces, removal of deteriorated coatings, removal of graffiti and paint, spot repairing cracked, crushed and broken bronze elements, structural repairs and realignment of bronze pieces, spot re-patination, application of protective coating,

Aegis Restauro, LLC

*Zbigniew Pietruszewski, Sculpture, Monuments and Architectural Elements Conservator
Joanna S. Pietruszewski, Art Conservator*

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replacement of connecting bronze hardware, designing and installing new attachment system

Contact: **Jonathan Kuhn**
Director, Art & Antiquities

T 212.360-8143
F 212.360-1329

NYC Parks
The Arsenal, Central Park
830 Fifth Avenue, Room 20
New York, NY 10065

2011 *City of Norwalk, Connecticut, City of Norwalk Historical Commission*
Brookside Cemetery Gravestones Conservation, marble, brownstone
\$8,000.00

Contact: *David Westmoreland*
City of Norwalk Historical Commission
(203) 505- 8423

2011- 2012 **College of New Jersey, Ewing, New Jersey**
Bliss Hall Annex Waterproofing, brick, concrete
\$416,000.00

The scope of work included brick disassembly and reassembly, brick replacement, installation of waterproofing systems, repairs of limestone (Dutchman repairs and composite patching with Jahn M70), cleaning of concrete

Contact: *Anthony Gattone*
Project Manager
College of New Jersey
(609) 771-3315

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2010 Department of Veterans' Affairs, Washington D.C., National Cemeteries in various states

General treatment procedures included: cleaning bronze sculptures and elements, repatination of bronze, application of coating on bronze, cleaning and paint removal on wrought iron, application of protective paint system on iron elements, cleaning stone, crack injection in stone, composite patching, Dutchman repairs, pointing removal, repointing, structural repairs, roof repairs.

Soldier's Monument, by Lorado Zado Taft, bronze on granite, 1914
\$29,000.00, Marion National Cemetery, IN

Confederate POW Dead Monument and Entrance Gate, granite, limestone, concrete, wrought iron, bronze, 1910, North Alton, Illinois
\$86,000.00

39th Division Missouri Infantry Monument, limestone, 1879
\$18,000.00, Jefferson, Missouri

35th Division Water Fountain Monument, by Eugene J. Mackey, granite, concrete, marble, 1952, St. Louis, Missouri
\$61,000.00

French Cross Monument, granite, bronze, 1920, Brooklyn, New York
\$13,000.00

Memorial Arch and Entrance Gate conservation, limestone, bronze, wrought iron, 1880, Madison, Tennessee
\$115,000.00

Memorial Arch and Entrance Gate conservation, granite, wrought iron, 1870, Marietta, Georgia
\$65,000.00

Contact: *Sara Amy Leach*
Senior Historian and COTR
Department of Veteran Affairs
Washington, D.C.
(202) 632-5894

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2010 Department of Veterans' Affairs, Washington D.C., National Cemeteries in various states

General treatment procedures included: cleaning bronze sculptures and elements, repatination of bronze, application of coating on bronze, cleaning and paint removal on wrought iron, application of protective paint system on iron elements, cleaning stone, crack injection in stone, composite patching, Dutchman repairs, pointing removal, repointing, structural repairs, roof repairs.

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\$29,000.00, Marion National Cemetery, IN

Confederate POW Dead Monument and Entrance Gate, granite, limestone, concrete, wrought iron, bronze, 1910, North Alton, Illinois
\$86,000.00

39th Division Missouri Infantry Monument, limestone, 1879
\$18,000.00, Jefferson, Missouri

35th Division Water Fountain Monument, by Eugene J. Mackey, granite, concrete, marble, 1952, St. Louis, Missouri
\$61,000.00

French Cross Monument, granite, bronze, 1920, Brooklyn, New York
\$13,000.00

Memorial Arch and Entrance Gate conservation, limestone, bronze, wrought iron, 1880, Madison, Tennessee
\$115,000.00

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\$65,000.00

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2010 **County of Hudson, Jersey City, New Jersey**
Memorial Arch Conservation, brownstone, 1870
\$30,000.00

2009-2010 **City of Norwalk, City of Norwalk Historical Commission**
Mill Hill Cemetery Gravestones Conservation
\$29,200.00

Contact: *David Westmoreland*
City of Norwalk Historical Commission
(203) 505- 8423

2009 **Peoria Park District, Illinois**
Historic Masonry Repointing and Repair-Phase III, brick
\$42,000.00

Contact: *Mary Harden*
Planning, Design and Construction
Peoria Park District
(309) 686-3386

2008 **City of Boston**
Granary Burying Ground, Historic Gravestones Conservation
slate
\$56,000.00

Contact: *Kelly Thomas*
City of Boston
Parks and Recreation Department
(617) 635-4505

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**2008 National Park Service, Buffalo National River, Arkansas
Historic Retaining Wall Conservation, granite
\$168,000.00**

In this project we carried out cleaning of stone, disassembly and reassembly of portions of the wall, stone replacement, reconstruction and rebuilding of the drainage system.

*Contact: Robert McKelvey
National Park Service
Central High School National Historic Site, AR
(501) 396-3080*

**2008 The Church of Gethsemane, Brooklyn, New York
Exterior Restoration, brick, wood, stained glass
\$200,000.00**

**2006- 2008 City of New York, Parks and Recreation
Reconstruction of Portions of the Prison Ship Martyrs Monument,
165 foot-tall granite Doric column, brick interior walls, 15-foot tall bronze
urn, granite crypt with bronze doors and louvers, bronze plaque, four
bronze eagles
designed by Olmsted, Vaux and Co. and McKim, Mead & White
Architects, 1908
\$619,000.00**

Aegis Restauero, LLC successfully addressed the demanding conservation requirements on this project, the New York City's Art Commission's review and approval process, and the complex administrative procedures of the City. We carried out cleaning of bronze urn, door, and smaller elements, application of coatings on bronze, we fabricated and installed bronze elements; we completed cleaning of 40,000 sf of stone, approximately 10,000 lf of pointing, 16 large Dutchman repairs on stone, composite patching, crack repairs, reconstruction of sculptural elements, resetting of stone; roof repairs, application of waterproofing systems; and we installed bird protection system.

*Contact: John Krawchuk
City of New York Parks Department
Olmstead Center, New York
(718) 760-6549*

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2006- 2007

State of New Jersey, Department of Property Construction and Management

Princeton Battle Monument, by Frederick MacMonnies and Thomas Hastings, 1922, Indiana limestone, river stone pavement, roof
\$542,500.00

Full conservation treatment of the monument included condition assessment, photographic documentation before, during and after treatment, conservation treatment plan, submittals and mock-ups, State of New Jersey DMPC inspections and approvals. In this award-winning project we cleaned approximately 4,000 square feet of the carved and sculpted Indiana limestone of black crusts, salt efflorescence, and microbiological growth using JOS Rotec Vortex system, modified Mora poultice and D/2 Architectural Biocide; we replaced 100% of pointing; installed seven Dutchman repairs, 32 composite patching repairs, three reconstructed sculptural elements; injected cracks with grout; we installed the cold rolled copper sheet roof; reset 25 blocks of limestone; disassembled and reset the limestone perimeter wall; and we reconstructed approximately 600 square feet of the historic river stone pavement.

Contact: Don DeLuca, Project Manager
NJDEP Natural & Historic Resources
Office of the Assistant Commissioner
Office of Resource Development
275 Freehold-Englishtown Rd
Englishtown, NJ 07726
mob (609) 306-1584

2006

Acadia National Park, National Park Service, Maine

Restoration of Historic Bridges on the Park's Grounds, granite
\$87,000.00

The series of projects for Acadia National Park, Bar Harbor, Maine completed between 2002-2006. The project sizes varied between \$100,000.00 and \$950,000.00. Each summer, Aegis Restauro restored miles of granite bridges throughout the park. Work included cleaning of approximately 27,000 sq ft of masonry, 30,000 ln ft of pointing, 6,000 ln ft of masonry bedding, caulking, resetting of masonry blocks, reconstruction and repairs. We successfully managed the technical challenges related to dust control and safety during a busy tourist season. We worked closely with the Project Coordinator to meet strict project deadlines dictated by the change of seasons in Maine.

Contact: Dan Meggison
Project Engineer
Acadia National Park
Bar Harbor, Maine
(207) 288-8757

Aegis Restauero, LLC

Zbigniew Pietruszewski, Sculpture, Monuments and Architectural Elements Conservator
Joanna S. Pietruszewski, Art Conservator

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Contact: *Dan Meggison*
Project Engineer
Acadia National Park
Bar Harbor, Maine
(207) 288-8757

2004 **City of Dallas, Fair Park, Texas**
United States, Mexico, France, Spain, Confederacy, Texas, by Raoul
Jossett, 1936, reinforced concrete sculpture
\$375,000.00

National Historic Landmark

2004 **City of Dallas, Fair Park, Texas**
Siren, Pegasus, and Shield, by Pierre Bourdelle, 1936, cameo reliefs
on two fountain pylons, pigmented stucco
\$150,000.00

National Historic Landmark

2004 **City of New York, Parks and Recreation**
Fowler Monument, by Henry Baerer, 1902, bronze on granite

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2004 **The Green-Wood Cemetery, New York**
***Chadwick Monument*, bronze on granite**

National Historic Landmark

2003 **Acadia National Park, Schoodic Division**
Rockefeller Building # 1 Repair, stone, brick
\$137,000.00

2002-2003 **City of New York, Parks and Recreation Department**
***Ridgewood Monument*, bronze on granite**
\$34,000.00

2002 **Barnard College, Columbia University, New York**
***Greek Games Monument*, bronze on marble**

2002 **Acadia National Park, Maine**
***Seven Historic Carriage Road Bridges on the Park's Grounds*,**
granite/mortars

National Register of Historic Places

The series of projects for Acadia National Park, Bar Harbor, Maine completed between 2002-2006. The project sizes varied between \$100,000.00 and \$950,000.00. Each summer, Aegis Restauero restored miles of granite bridges throughout the park. Work included cleaning of approximately 27,000 sq ft of masonry, 30,000 ln ft of pointing, 6,000 ln ft of masonry bedding, caulking, resetting of masonry blocks, reconstruction and repairs. We successfully managed the technical challenges related to dust control and safety during a busy tourist season. We worked closely with the Project Coordinator to meet strict project deadlines dictated by the change of seasons in Maine.

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2001- 2002 United States Military Academy, West Point, New York

Cadet Monument, by Vincent Lowe, 1818, marble on brownstone
Robinson Memorial, 1940, bronze/granite
George Washington Equestrian, by Henry Kirke Brown, 1915, bronze on granite
The Battle Monument, bronze on polished granite, 1897
Patton Monument, by James E. Fraser, 1950, bronze on granite
Wood Monument, 1824, marble/granite
Kosciuszko Monument, by Antoni Popiel, 1828, bronze on marble
Dade and his Command, by R.E. Launitz, 1845, marble
Sedgewick Monument, by Launt L. Thompson, 1868, bronze on granite
Thayer Monument, by C. Conrad, 1883, granite
Douglas MacArthur, by Walker Hancock, 1969, bronze on granite
Dwight David Eisenhower, by Robert L. Dean, Jr., 1984, bronze on red granite
Soldier's Monument, by Felix De Weldon, 1980, bronze on polished granite
History of the United States, bronze
\$110,000.00

2001 The Green-Wood Cemetery, Brooklyn, New York
The Weber Family Memorial, 1908, bronze on granite

2001 City of Hoboken, New Jersey / Hudson County Parks and Recreation Department

World War I Memorial, by Chas. H. Niehaus, 1922, bronze on stone
Civil War Monument, 1888, bronze/iron on granite
Firemen Monument, bronze/iron on granite

2001 Township of Bloomfield, New Jersey
Liberty Monument, bronze on granite

2001 City of Houston, Parks and Recreation Department
Relocation of the *Molly Ann Brennan Smith Plaza monument*, granite

2001 Borough of Cliffside Park, New Jersey
The Doughboy, by Allen G. Newman, 1929, bronze on granite

2001 City of Houston, Parks and Recreation Department

Call Ernie, by Jim Love, painted iron/aluminum on concrete, Hobby Airport,
West of the Pecos, by Rolf Westphal, painted iron

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- 2000-2001 **The Meucci-Garibaldi Museum, Staten Island, New York**
The Garibaldi Monument, bronze on sandstone
- 1999- 2000 **City of New York, Parks and Recreation Department**
Monitor and Merrimac Monument, bronze on granite by Antonio DeFilippo,
1939, Brooklyn, NY
- 1999- 2000 **City of Dallas, Parks and Recreation Department**
Man and Angel, Man and Eagle, Cougar and Bison, Man Taming Horse,
Four cameo reliefs by P. Bourdelle, 1936, Centennial Building, Fair Park
\$400,000.00
- 2000 **Borough of Fort Lee, New Jersey**
Revolutionary War Monument, bronze on granite, C.E.Tefft, 1904
- 2000 **Borough of River Edge, New Jersey**
The Soldier, Cor-Ten steel, C. Vukovich, 1971
- 2000 **City of Houston, Department of Aviation**
George Bush, by David Adickes, bronze 1971
- 1999 **Yale University, New Haven, Connecticut, Leland Torrence Architects**
Scroll & Key Building, marble/sandstone carved architectural details
- 1999 **Jersey City Parks and Recreation, Lincoln Park, New Jersey**
Christopher Columbus, by M. Giacomantonio, 1937, H: 12'; bronze on granite,
Hoboken, NJ
Civil War Monument, bronze on granite, H: 12'; Jersey City, NJ
- 1998/1999 **Texas Historical Commission, Austin, Texas/ Randall County**
Spirit of the American Doughboy, by E.M.Viquesney, 1928, H: 11'; copper on
concrete, Canyon, Texas
- 1998 **City of Houston, Parks and Recreation Department**
Scanlan Fountain, painted bronze
WW I Monument, bronze plaque on granite
- 1994-98 **Project commissioned by Statue and Monument Restoration Committee of
Morristown**

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Thomas Paine Monument, by G. Lober, 1949, H: 14'; gilt bronze on granite
George Washington, 1928, equestrian statue, H: 20'; bronze on granite, by
F.G.R.Roth, Morristown, New Jersey
The Hiker, H: 13'; bronze on granite by T.A.R.Kitson, Morristown, New Jersey
The Civil War Monument, 1871, H: 60'; marble on granite, bronze, Morristown,
NJ
The Cenotaph, 1928, bronze on granite by Joseph Nicolosi, Morristown, NJ

- 1998 **City of Houston, Parks and Recreation Department**
 Relocation of Dick Dowling Monument
- 1997 **New Jersey Historic Trust and Borough of South River, New Jersey**
 The Frazee Memorial, by John Frazee, 1862, H: 5'; marble, wrought iron,
concrete
- 1997 **Project commissioned by Bayonne Historical Society**
 The Hiker, H: 12'; pewter on granite, by A.G.Newman and C. Keck, 1914,
Bayonne, New Jersey
- 1997 **Project commissioned by Monument Restoration Committee of Madison**
 World War I monument, 1922, H: 12'; Bronze on granite
- 1997 **Project commissioned by City of Houston, Houston Zoo**

 The Gnome by Bureau Brothers, bronze
 Martin Luther King, bronze
 Coyotes, bronze
 Leap Frog Children, bronze
- 1996-97 **Project coordinated by Texas Historical Commission, Division of Architecture**

 Al Hayne, by Evaline Sellors and Lloyd Brown, 1893, H: 25'; bronze, sandstone,
granite, Fort Worth, Texas
 Dick Dowling, by Frank Teich, 1905, H: 25'; marble on granite, Houston, Texas
- 1996 **Project commissioned by Lambertville Historical Society**
 Civil War Monument, H: 30'; granite on marble, Lambertville, New Jersey
- 1994-96 **Project commissioned by Township of Teaneck**
 Teaneck Municipal Building, 1925, gilt dome on wooden turret, Teaneck, NJ
 Teaneck Memorial Monument, bronze on marble, Teaneck, New Jersey
- 1995 **Project commissioned by Teaneck Public Library**
 Teaneck Public Library, 1927, gilt copper dome on wooden painted turret

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1993 Project commissioned by the Chicago Park District, under the supervision of Head Sculpture Conservator

Abraham Lincoln (The Seated Lincoln), 1908, bronze sculpture on granite base with marble exedra, by Augustus Saint-Gaudens, Grant Park, Court of Presidents, Chicago, Illinois

Melville Weston Fuller, bronze sculpture by William Ordway Partridge, Fuller Park, Chicago, Illinois

Carter Henry Harrison, 1907, bronze sculpture by Frederich Cleveland Hibbard, Union Park, Chicago

Havlicek, 1909, bronze sculpture by Joseph Strachovsky, Solidarity Dr., Chicago

Benjamin Franklin, 1896, bronze sculpture on granite base by Richard Henry Park, Lincoln Park, Chicago

William McKinley Monument, 1905, bronze sculpture with granite exedra by Charles J. Mulligan, McKinley Park, Chicago

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LIST OF PROFESSIONAL AND PERSONAL REFERENCES

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New York, NY 10018
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F: 212-759-6540
E-Mail: hirschberg@jhpokorny.com

Gail L. Hunton
Chief, Acquisition & Design Department
Monmouth County Park System
805 Newman Springs Road
Lincroft, NJ 07738
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ghunton@monmouthcountyparks.com

Timothy L. Boucher
Physical Plant Director, Capital Projects Division
Department of Public Works & Parks
50 Skyline Drive, Worcester, MA 01605
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Fax (508) 799-1293
BoucherT@worcesterma.gov

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Director of the New Britain Parks and Recreation Department
27 West Main Street
New Britain CT 06051
Phone: 860-826-3364
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Email bdemaio@newbritainct.gov

Jeff Brown, Engineer
City of Stamford
Telephone: (203) 627-6352
JBrown2@ci.stamford.ct.us

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WPBarlow@todesignllc.com

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Manchester, CT 06040
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robert_mckelvey@nps.gov

Kenneth A. Taylor
Vice-President Operations
The Green-Wood Cemetery
Brooklyn, New York
(718) 768-7300, x. 101

Tom McCann
Randall Voinier
Hudson County
Division of Parks and Recreation
Jersey City, New Jersey
(201) 915-1386

Kim Suhr
Wyman & Simpson, Inc
Richmond, ME
(207) 737-4471

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Van Bosefski
GC Project Manager on the Waterproofing of Bliss Hall, College of NJ
(201) 787-3247

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Farewell Mills and Gatsch Architects, LLC
Princeton, New Jersey
(609) 452-1777, ex. 121

Louise Elam
City of Dallas
Planning, Design and Architecture
(214) 670-5275

Anne Jordan
Project Coordinator
Roosevelt-Vanderbilt National Historic Site
Hyde Park, New York
(845) 229-9115, x. 2028
Anne_jordan@nps.gov

Pamela K. Ingersoll
Art Program
Houston Airport System
Houston, Texas
(281) 233-1642

Adrienne Bresnan
Joseph Bresnan
Bresnan Architects, PC
New York, NY 10022
(212) 371-4578

Joseph Cecchini
Project Coordinator
Hudson County Parks and Recreation
(201) 915-1386

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Michael McCue, Library Director
Teaneck Public Library
(201) 837-4171

Cheryl Stoeber-Goff
Museum Curator
Monmouth County Park System
Historical Services Division
(732) 975-9747
cstoeber@monmouthcountyparks.com

Paul R. Ackermann
Museum Specialist
West Point Museum
(845) 938- 7338
Paul.Ackermann@usma.edu

Elizabeth G. Allan
Curator of Collections & Exhibitions
Morven Museum & Garden
55 Stockton Street | Princeton, NJ 08540
T (609) 924-8144 ext. 102
F (609) 924-8331
eallan@morven.org

Zbigniew Pietruszewski

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Belle Mead, New Jersey 08502

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Sculpture, Monuments, and Architectural Elements Conservator
Co-Founder, President, and Principal of **Aegis Restauro, LLC**

EDUCATION

M.S., 1985 **Nicolaus Copernicus University, Institute of Fine Arts**, Torun, Poland
Major in Conservation and Restoration of Historic and Artistic
Architectural Elements, Sculpture, Monuments, and Objects

OTHER TRAINING

2015 American Institute for Conservation, **Laser Cleaning Workshop**

Instructors

Pamela Hatchfield, Museum of Fine Arts, Boston
Meg Abraham, LA County Museum of Fine Art
Martin Cooper, National Museums and Galleries on Merceyside
Andrzej Dajnowski, CSOS, Inc.
Bartosz Dajnowski, CSOS, Inc.
Adele deCruz, Duke University
Adam Jenkins, Jenkins Conservation Laboratory
Marlene Yandrisevits, Winterthur, University of Delaware
Holly Salmon, Isabella Stewart Gardner Museum, Boston
Tony Sigel, Harvard Art Museum
Matt Cushman, Yale University IPCH

2014 **Application of Laser Technology in Conservation of Works of Art,**
workshop

Instructors

Adam Jenkins, Jenkins Conservation Laboratory
Timothy Niemeier, Adapt Laser Systems

2014 Isabella Stewart Gardner Museum, **Laser Cleaning Workshop**

Instructors

Pamela Hatchfield, Museum of Fine Arts, Boston
Holly Salmon, Isabella Stewart Gardner Museum, Boston
Martin Cooper, National Museums and Galleries on Merceyside
Tony Sigel, Harvard Art Museum

- 2003 **Restoration & Renovation Workshops**, Baltimore, Maryland
- *Repointing using Lime Mortars*
 - *Nineteenth-and Twentieth-Century Building Restoration: Structural Issues and Masonry Repair*
 - *Terracotta Repair and Reglazing*
-
- 2002 **Cathedral Stone Products, Inc.**, Hanover, Maryland
Jahn Restoration Mortars Workshop,
Application and Finishing Techniques
-
- 2000 **The Association for Preservation Technology,**
International Training Program, Philadelphia, Pennsylvania
Modern Historic Concrete

OTHER QUALIFICATIONS AND SKILLS

- **Sciences:**
 - **Chemistry:** Organic and inorganic chemistry, physical chemistry, quantitative and qualitative analysis, instrumental analysis
 - **Biology:** Mycology, Algology
 - **Geology:** Mineralogy, crystallography, geochemistry
- **Art History:** Emphasis on Western cultural region
- **Studio Art:** Drawing, painting, sculpture, woodworking, photography.
- **Materials Science**
- History of **Art Techniques and Technology**

- Skilled at **gilding techniques** and conservation of **gilded surfaces**

- Authorized **Jahn Mortars Installer**
- Certified by **Quintek Corp.** for application of **JOS /Rotec Vortex** cleaning system.

EXPERIENCE

- 1988 to present **Aegis Restauro, LLC Belle Mead, New Jersey**
Head Architectural Conservator
- Responsibilities include:
- Conducting and supervising site examination
 - Establishing conservation priorities for treatment
 - All treatment for stone/masonry and metal architectural elements and structures
 - Supervising project team
 - Project coordination
 - Planning and executing maintenance recommendations
- 1993 **Chicago (Illinois) Park District, Research and Planning Department,**
Conservator
Responsible for complete conservation treatments on historic metal and stone, under the supervision of Head Conservator.
- prior to 1988 **National Ethnographic Museum, Torun, Poland**
Assistant, promoted to Head Object Conservator;
Responsible for managing conservation treatments, supervision of conservation teams, preservation planning
- Polish Catholic Curia of Bishops, Pelplin, Poland**
- Managed and treated various art collections
- Mayor of Gdansk, Poland**
- Consultant and Treatment Conservator for Old Town Gdansk, responsible for treatment of Renaissance and Baroque architecture

HONORS AND AWARDS

- 2018
Historic Preservation Award, New Jersey
- 2018
Award of Merit, Connecticut Trust for Historic Preservation
- 2013
Award of Merit, Connecticut Trust for Historic Preservation
- 2007
Princeton Battle Monument Preservation Award, Princeton Historical Society, New Jersey
- 2003
National Preservation Award, National Trust for Historic Preservation
- 2001
Preservation Achievement Award, Preservation Dallas, Dallas, TX

PUBLIC OUTREACH

LECTURES AND PROFESSIONAL PRESENTATIONS

- 2001 "Tour of Fair Park, Dallas, Texas; National Historic Landmark's Cameo Reliefs by Pierre Bourdelle, 1936," presented at the Annual Meeting of the American Institute for Conservation, Dallas, TX
- 1994 *Sculpture at Risk: Outdoor Works of Art and Their Conservation*, Volunteer Training Workshop for "New Jersey Save Outdoor Sculpture! (NJSOS!)"

EXHIBITIONS

- 1996 "*Conservation of Outdoor Sculpture in Morristown, New Jersey. Project of 1994-1996*"
The Joint Free Public Library of Morristown, Morristown, NJ

MEMBERSHIP AND PROFESSIONAL ACTIVITIES

- 1996 to present ***Professional Associate***,
The American Institute for Conservation of Historic and Artistic Works
- 2009 Supporting member of the Association for Gravestone Studies
- 1995 to 1997 Member, National Trust for Historic Preservation
- 1994 to 1997 Volunteer, New Jersey Save Outdoor Sculpture! (NJSOS!) project

586 River Road, Belle Mead, New Jersey 08502
Telephone/fax: (908) 359-5200; e-mail: jzpietrusz@comcast.net

Fine Art Conservator

Co-founder, CEO, and Principal Conservator at **Aegis Restauro, LLC**
www.linkedin.com/in/joanna-pietruszewski-95137213

EDUCATION

M.S., 1986 **Nicolaus Copernicus University, Institute of Fine Arts, Department of Conservation and Restoration of Historic and Artistic Works, Torun Poland**
Major in Conservation of Art on Paper, Parchment/Vellum, and Leather

OTHER TRAINING

2015 **American Institute for Conservation, Laser Cleaning Workshop**

Instructors

Pamela Hatchfield, Museum of Fine Arts, Boston
Meg Abraham, LA County Museum of Fine Art
Martin Cooper, National Museums and Galleries on Merceyside
Andrzej Dajnowski, CSOS, Inc.
Bartosz Dajnowski, CSOS, Inc.
Adele deCruz, Duke University
Adam Jenkins, Jenkins Conservation Laboratory
Marlene Yandrisevits, Winterthur, University of Delaware
Holly Salmon, Isabella Stewart Gardner Museum, Boston
Tony Sigel, Harvard Art Museum
Matt Cushman, Yale University IPCH

2014 **Application of Laser Technology in Conservation of Works of Art, workshop**

Instructors

Adam Jenkins, Jenkins Conservation Laboratory
Timothy Niemeier, Adapt Laser Systems

2014 **Isabella Stewart Gardner Museum, Laser Cleaning Workshop**

Instructors

Pamela Hatchfield, Museum of Fine Arts, Boston
Holly Salmon, Isabella Stewart Gardner Museum, Boston
Martin Cooper, National Museums and Galleries on Merceyside
Tony Sigel, Harvard Art Museum

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2000

**The Association for Preservation Technology,
International Training Program, Philadelphia, Pennsylvania**
"Twentieth-Century Sculpture: Preserving Art of the Recent Past",

OTHER QUALIFICATIONS AND SKILLS

- **Sciences:**
 - **Chemistry:** Advanced organic and inorganic chemistry, physical chemistry, quantitative and qualitative analysis, instrumental analysis
 - **Biology:** Microbiology and entomology
- **Art History:** Emphasis on Western cultural region
- **Studio Art:** Drawing, painting, sculpture, gilding, etc.
- **Materials Science**
- History of **Art Techniques and Technology**
- **Papermaking and Bookbinding**
- **Gilding**
-

Certified by **Quintek Corp.** for application of **JOS /Rotec Vortex** cleaning system.

EXPERIENCE

1988 to present **Co-Founder, CEO and Conservator, Aegis Restauro, LLC, Belle Mead, New Jersey**

Responsibilities include:

- Planning, coordinating, conducting, and supervising conservation treatment of works of art including art on paper, paintings, painting frames, and three-dimensional objects
- Examining and condition assessment of art object
- Treatment documentation
- Advice and recommendations to clients on storage, exhibition, and handling of the collections
- Public/client relations
- Lectures and public exhibitions about conservation and Aegis Restauro's work

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- Creating and overseeing development and growth of the conservation company
- Developing client base
- Developing and managing legal, accounting, human resources, financial, insurance and bonding aspects of the company

- 1986 to 1988 **Fine Art Conservation, Baltimore, Maryland**
Post-Graduate Intern
Conducted conservation treatments of paper and parchment-based artifacts, under the supervision of Head Paper Conservator
- 1985 to 1986 **Nicolaus Copernicus University, Institute of Fine Arts, Poland**
Conservation Assistant
Assisted Institute faculty and staff with completion of selected conservation projects

MEMBERSHIP AND PROFESSIONAL ACTIVITIES

- 1996 to present ***The American Institute for Conservation of Historic and Artistic Works, Professional Associate***
 - 2008-2010 **Chair-elect** and **Chair**, Conservators in Private Practice Specialty Group
- 1992 to 2004 Contributor, *Art & Archeology Technical Abstracts* (AATA), Getty Conservation Institute, etc.
- 1995 to 1997 Member, *National Trust for Historic Preservation*
- 1994 to 1997 Volunteer, New Jersey Save Outdoor Sculpture! (NJSOS!) project
- 2009 Supporting member of the Association for Gravestone Studies

PUBLIC OUTREACH, LECTURES AND PROFESSIONAL PRESENTATIONS

- October, 2016 *Conservation in the World*; Polish Consulate General, New York
- June 2001 *Tour of Fair Park, Dallas, Texas; National Historic Landmark's Cameo Reliefs by Pierre Bourdelle, 1936*, presented at the Annual Meeting of the American Institute for Conservation, Dallas, TX

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- 1995 *Art Conservation and Restoration for Framers, New Jersey Framers Association*
- 1994 *Paper Conservation and Archival Matting and Framing, The John A. Noble Collection, Staten Island, New York*

EXHIBITIONS

- 1996 *Conservation of Outdoor Sculpture in Morristown, New Jersey. Project of 1994-1996"*
The Joint Free Public Library of Morristown, Morristown, NJ

HONORS AND AWARDS

- 2018
Historic Preservation Award, New Jersey
- 2018
Award of Merit, Connecticut Trust for Historic Preservation
- 2013
Award of Merit, Connecticut Trust for Historic Preservation
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