



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

# Request for Quotation

RFQ NUMBER  
**GSD116410**

PAGE  
**1**

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

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

VENDOR

SHIP TO

**DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 JOBSITE  
 SEE SPECIFICATIONS**

**304-558-2317**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>08/24/2010</b>				

**BID OPENING DATE: 09/21/2010 BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		
<p><b>INSTALLATION OF BASE FOR WOMAN VETERAN STATUE</b></p> <p><b>REQUEST FOR QUOTATION (RFQ)            CONSTRUCTION</b></p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR THE CONSTRUCTION OF A GRANITE/ LIMESTONE BASE FOR THE WOMAN VETERAN STATUE AT THE STATE CAPITOL COMPLEX LOCATED AT 1900 KANAWHA BOULEVAR EAST IN CHARLESTON, WEST VIRGINIA.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 09/07/2010 AT 10:00 AM IN ROOM MB-60 LOCATED IN THE BASEMENT OF THE MAIN CAPITOL BUILDING ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

### INSTRUCTIONS TO BIDDERS

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



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<p>THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 09/09/2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE</p>						

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<p>OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 102 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. (42 DAYS TO SUBSTANTIAL COMPLETION WITH AN ADDITIONAL 60 TO FINAL COMPLETION.) THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSFUL VENDOR.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						

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<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$1,000,000.00.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p>						

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

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08/24/2010						
BID OPENING DATE: 09/21/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 3/88					
	EXHIBIT 9					
	NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA					
	THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:					
	(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.					
	(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.					
	(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.					
	REV. 11/96					

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<p><b>EXHIBIT 10</b></p> <p><b>ADDENDUM ACKNOWLEDGEMENT</b></p> <p><b>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</b></p> <p><b>ADDENDUM NOS.:</b></p> <p><b>NO. 1</b> .....</p> <p><b>NO. 2</b> .....</p> <p><b>NO. 3</b> .....</p> <p><b>NO. 4</b> .....</p> <p><b>NO. 5</b> .....</p> <p><b>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</b></p> <p><b>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</b></p> <p>.....<b>SIGNATURE</b></p> <p>.....<b>COMPANY</b></p>						

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

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BID OPENING DATE: **09/21/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BID OPENING DATE:      09/21/2010</p> <p>BID OPENING TIME:      1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ GSD116410 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

State of West Virginia  
General Services Division

Capitol Campus  
Woman Veteran Statue  
Project No. GSD 116410

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**REQUEST FOR QUOTATIONS#GSD116410**

**WOMAN VETERAN STATUE**  
**CAPITOL CAMPUS**

Location: West Virginia State Capitol Building  
1900 Kanawha Blvd, East  
Charleston, West Virginia 25305

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

All inquiries for specification clarification shall be addressed to:

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

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to provide a Granite / Limestone base for the Woman Veteran Statue at the State Capitol Complex located at 1900 Kanawha Blvd, East in Charleston, West Virginia. This document is intended to supplement information provided in the standard "Request for Quotation" and "General Terms and Conditions" issued by the Purchasing Division for this project. Vendors should carefully review all documents.

**Mandatory Pre-Bid Meeting:**

A mandatory pre-bid conference will be held on September 7, 2010, at 10:00 am. Contractors attending the meeting shall assemble at Room MB-60 in the Capitol Building basement. See Purchasing Division Request for Quotation for additional information.

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**Scope of Work:**

The work consists of the construction of a Granite / Limestone base with concrete foundation and substructure for a new Woman Veteran Memorial statue located on the Campus of the West Virginia Capitol Building near the existing Veteran Memorial. Work includes, but is not limited to, excavation; concrete substructure, granite and limestone exterior, placing new statue and plaques (by others) on new base, sidewalks, lighting, landscaping and other related work.

Work shall be conducted as a single project with work phased to allow completion of the base and statue installation by the specified date. Submit a schedule showing the commencement and completion dates for each proposed area or subsystem. The schedule shall be reviewed and approved by the Owner at the beginning of the project. Coordinate the schedule around Owner's work requirements.

Furnish all materials, labor, and equipment necessary to complete all work as indicated by these specifications. Intent is that the completed work consists of a fully completed base with installation of the statue and restored landscape surrounding the project area. Furnish any incidental work, materials, labor and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.

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

**Documents:**

This Request for Quotations also incorporates the attached documents:

1. The WV Purchasing Division "Request for Quotation" and "General Terms and Conditions".
2. Drawings:
  - 1 – GSD116410 Drawing A-1
  - 2 – GSD116410 Drawing A-2
  - 3 – GSD116410 Drawing A-3
3. Specification Section 03300 – Concrete (6 pages)
4. Specification Section 04860 – Stone Masonry (11 pages)
5. Bid Form

**Contract Period:**

The Contract for the statue base shall be substantially completed within **Forty-two (42)** calendar days from the issuance of the written Notice to Proceed with final completion of the

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landscaping, punchlist and all contract items completed by One Hundred-Two (102) days from the Notice to Proceed. In accordance with the West Virginia State Code 5A-3-4(8), vendor agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to complete the project within the contract period. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the vendor.

**Reference Requirement:**

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

**Definitions:**

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

**Payment:**

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

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

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

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

Submit certified payrolls with each payment application.

**Supplementary General Conditions:**

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

**Bonds and Insurance:**

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

**It is strongly preferred that the successful bidder provide all necessary Labor & Materials and Performance Bonds, any required Insurance Certificates, and other required documentation within Seventy-Two (72) hours of notice of award of Contract.**

**General Requirements:**

**Submittals:**

All submittals for this project shall be reviewed and approved by the General Services Division

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Architectural/Engineering Section.

**Project Closeout:**

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

**Final Inspection:**

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

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

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

**Limits of Work**

Work areas will be limited to those spaces required for construction and access to the project site.

Some space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the GSD Project Manager.

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



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### **Use of Facilities**

Contractor shall be permitted reasonable use of building utilities including power and water as required for conducting the work. Coordinate the location of service connections or use of receptacle with the building manager to avoid overloading existing circuits.

### **Contractor Schedule:**

Provide overall project schedule within forty-eight (48) hours of Notice to Proceed.

Provide a proposed construction schedule indicating tasks to be worked. Where coordination or disruption spaces may be required, provide at least two days advance notice prior to conducting work in those areas. Adhere to schedule provided and coordinate disruptions through Project Manager.

### **Waste Removal**

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

### **Contractor Visitor Badges**

The Capitol Building and Complex is a semi-secure facility. Contractor shall provide a list of all personnel working on this project within the Building. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and social security number. All proposed workers may be subjected to a criminal history / driver's license background check prior to being permitted to work in state buildings. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the building. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the General Services Division and approval given.

### **Work Restrictions:**

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

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

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### **Parking**

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

Use of loading dock areas for parking is strictly prohibited.

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

### **Site Access**

The site is available from 7:00 am to 7:00 pm. Extended work hours may be acceptable if approved by the Owner. This site is a semi-secure location. Access to the site shall be coordinated with the Owner. Contractor shall provide temporary fencing and shall secure area when not in use.

### **Codes:**

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.

### **Safety:**

Perform all work in compliance with applicable safety regulations. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

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

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**Hot Work Permit:**

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

**Workmanship:**

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

**Warranty:**

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

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**GENERAL SERVICES DIVISION**  
**WOMAN VETERAN MEMORIAL BASE**  
**WEST VIRGINIA CAPITOL CAMPUS**

**BID OR PROPOSAL**

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NAME OF BIDDER

---

ADRESS OF BIDDER

---

PHONE NUMBER

---

WV CONTRACTOR'S LICENSE NO.

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

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

**BASE BID AMOUNT for Statue base, statue installation, landscaping and other related work:**

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\_\_\_\_\_ (\$ \_\_\_\_\_ )  
*(Total to be written in figures and words.)*

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**Unit Prices** (only used for the calculation of any change orders; not to be calculated into Base Bid):

Per Square Yard Landscaping Sod – Installed

\_\_\_\_\_ (\$ \_\_\_\_\_)  
(Total to be written in figures and words.)

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

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

RESPECTFULLY SUBMITTED:

DATE: \_\_\_\_\_

WV VENDOR NUMBER: \_\_\_\_\_

BY: \_\_\_\_\_  
*(Signature in ink)*

TITLE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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## SECTION 03300 - CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture.
- C. Shop Drawings: For steel reinforcement and formwork. Material certificates. Provide Sketch showing control / expansion joint patterns at each segment over five feet in with.

#### 1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. ACI 301, "Specification for Structural Concrete," Sections 1 through 5.
  - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

### PART 2 - PRODUCTS

#### 2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

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## 2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Plain-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.
- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

## 2.3 CONCRETE MATERIALS

- A. Cementitious Material: Portland Cement: ASTM C 150, Type I
- B. Normal-Weight Aggregates: ASTM C 33, graded, 3/4-inch nominal maximum coarse-aggregate size.
  - 1. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M and potable.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.

## 2.4 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

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- F. Cementitious Materials: Use fly ash, pozzolan, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
  - G. Proportion normal-weight concrete mixture as follows:
    - 1. Minimum Compressive Strength: 4000 psi at 28 days.
    - 2. Maximum Water-Cementitious Materials Ratio: 0.45.
    - 3. Slump Limit: 3 inch, plus or minus 1 inch.
    - 4. Air Content: 7 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.

## 2.5 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## 2.6 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
  - 1. When air temperature is between 85 and 90 deg F reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F reduce mixing and delivery time to 60 minutes.

## PART 3 - EXECUTION

### 3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork according to ACI 301 to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer exterior corners and edges of permanently exposed concrete.

### 3.2 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

## CAST-IN-PLACE CONCRETE



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### 3.3 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
  - 2. Sawed Joints (where approved): Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

### 3.4 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- C. Cold-Weather Placement: Comply with ACI 306.1.
- D. Hot-Weather Placement: Comply with ACI 301.

### 3.5 FINISHING FORMED SURFACES

- A. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:

1. Smooth-Rubbed Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
- B. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

### 3.6 FINISHING SIDEWALKS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighen until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
  1. Apply a trowel finish to surfaces.
  2. Finish and measure surface so gap at any point between concrete surface and an unlevelled, freestanding, 10-foot-long straightedge resting on 2 high spots and placed anywhere on the surface does not exceed 3/16 inch .
- C. Trowel and Fine-Broom Finish: Apply a first trowel finish to sidewalk surfaces. While concrete is still plastic, slightly scarify surface with a fine broom. Comply with flatness and levelness tolerances for trowel finished floor surfaces.

### 3.7 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing. Evaporation retarder shall not be the sole means of curing.
- C. Cure concrete according to ACI 308.1, by Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by

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waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3.8 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Remove and replace concrete defective concrete.

3.9 FIELD QUALITY CONTROL

1. Testing and Inspecting: If required, Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.

END OF SECTION 03300

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## SECTION 04860 - STONE MASONRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes the following applications of stone masonry:
  - 1. Anchored to concrete backup.

#### 1.3 SUBMITTALS

- A. Samples for Initial Selection: For colored mortar and other items involving color selection.
- B. Samples for Verification:
  - 1. For each stone type indicated. Include at least two samples for each type of stone, exhibiting extremes of the full range of color and other visual characteristics expected in completed Work.
  - 2. For each color of mortar required. Provide test sample for comparison to existing Monument and new stone.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs experienced stonemasons and stone fitters.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- B. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- C. Deliver preblended, dry mortar mix in moisture-resistant containers designed for lifting and emptying into dispensing silo. Store preblended, dry mortar mix in delivery

## STONE MASONRY

containers on elevated platforms, under cover, and in a dry location or in a metal dispensing silo with weatherproof cover.

- D. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

## 1.6 PROJECT CONDITIONS

- A. Protection of Stone Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed stone masonry when construction is not in progress.

- 1. Extend cover a minimum of 24 inches down both sides and hold cover securely in place.

- B. Stain Prevention: Immediately remove mortar and soil to prevent them from staining the face of stone masonry.

- 1. Protect base of walls from rain-splashed mud and mortar splatter by coverings spread on the ground and over the wall surface.
  - 2. Protect sills, ledges, and projections from mortar droppings.
  - 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
  - 4. Turn scaffold boards near the wall on edge at end of each day to prevent rain from splashing mortar and dirt on completed stone masonry.

- C. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace stone masonry damaged by frost or freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

- 1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and above and will remain so until masonry has dried, but not less than 7 days after completing cleaning.

## PART 2 - PRODUCTS

### 2.1 GRANITE

- A. Granite:

- 1. Products: Subject to compliance with requirements, provide granite to match existing Veterans Memorial:

- B. Description: Uniform, fine-grained, gray stone without veining.

## STONE MASONRY

- 
- C. Finish: Polished to match existing monument finish. Retain paragraph below for added quality control if required. Match existing Veteran's Memorial for color, finish, and other stone characteristics relating to aesthetic effects.

## 2.2 LIMESTONE

- A. Limestone:
  - 1. Products: Subject to compliance with requirements, provide limestone to match existing Veterans Memorial:
  - 2. Products: Indiana oolitic limestone quarried in Lawrence, Monroe, or Owen Counties, Indiana.
  - 3. Classification: II Medium-Density or III High-Density to match existing.
  - 4. Description: Dolomitic or Oolitic limestone to match existing.
- 1.
- B. Variety and Sources: Indiana oolitic limestone quarried in Lawrence, Monroe, or Owen Counties, Indiana.
- C. Indiana Oolitic Limestone Grade and Color: Select, buff, according to grade and color classification established by ILI and to match existing Veteran's Memorial.
- D. Finish: Circular sanded Smooth to match existing Veteran's Memorial.
- E. Match existing Veterans monument for stone characteristics relating to aesthetic effects.

## 2.3 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color to match stone and existing Monument.
  - 1. Low-Alkali Cement: Not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement complying with ASTM C 150, Type I or III, and hydrated lime complying with ASTM C 207.
- D. Mortar Cement: ASTM C 1329.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- 
- a. Lafarge North America; Lafarge Mortar Cement or Magnolia Superbond Mortar Cement.
- E. Masonry Cement: ASTM C 91.
- 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Essroc, Italcementi Group; Brixment
    - b. Holcim (US) Inc.; White Mortamix Masonry Cement.
    - c. Lafarge North America.
    - d. Lehigh Cement Company; Lehigh White Masonry Cement.
- F. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes. Use only pigments with a record of satisfactory performance in stone masonry mortar.
- G. Colored Cement Product: Packaged blend made from portland cement and lime, masonry cement or mortar cement and mortar pigments, all complying with specified requirements, and containing no other ingredients.
- 1. Formulate blend as required to produce color to match existing Monument and limestone.
  - 2. Pigments shall not exceed 5 percent of masonry cement by weight.
- H. Aggregate: ASTM C 144 and as follows:
- 1. For pointing mortar, use aggregate graded with 100 percent passing No. 16 sieve.
  - 2. White Aggregates: Natural white sand or ground white stone.
  - 3. Colored Aggregates: Natural-colored sand or ground marble, granite, or other sound stone; of color necessary to produce required mortar color.
    - a. Match existing Monument.
- I. Water: Potable.
- 2.4 STONE TRIM ANCHORS
- A. Stone Trim Anchors: Units fabricated with tabs or dowels designed to engage kerfs or holes in stone trim units and holes for fasteners or postinstalled anchor bolts for fastening to substrates or framing as indicated.
- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Halfen Anchoring Systems; Meadow Burke.

- b. Heckmann Building Products Inc.
- c. Hohmann & Barnard, Inc.

- B. Materials: Fabricate anchors from stainless steel, ASTM A 240/A 240M, Type 304. Fabricate dowels from stainless steel, ASTM A 276, Type 304.
- C. Fasteners for Stone Trim Anchors: Annealed stainless-steel bolts, nuts, and washers; ASTM F 593 (ASTM F 738M) for bolts and ASTM F 594 (ASTM F 836M) for nuts, Alloy Group 1 (A1).

## 2.5 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing, where flashing is exposed or partly exposed and where indicated, complying with SMACNA's "Architectural Sheet Metal Manual " and as follows:
  - 1. Stainless Steel: ASTM A 240/A 240M, Type 304, 0.016 inch thick.
  - 2. Copper: ASTM B 370, Temper H00 or H01, cold-rolled copper sheet 16-oz./sq. ft. weight or 0.0216 inch thick.
  - 3. Fabricate continuous flashings in sections 96 inches long minimum. Provide splice plates at joints of formed, smooth metal flashing.
  - 4. Fabricate through-wall flashing with drip edge unless otherwise indicated. Fabricate by extending flashing 1/2 inch out from wall, with outer edge bent down 30 degrees.
  - 5. Metal Flashing Terminations: Fabricate from stainless steel. Extend at least 3 inches into wall and out to exterior face of wall. At exterior face of wall, bend metal back on itself for 3/4 inch and down into joint 3/8 inch to form a stop for retaining sealant backer rod.
- B. Flexible Flashing: For flashing not exposed to the exterior, use one of the following unless otherwise indicated:
  - 1. Copper-Laminated Flashing: 7-oz./sq. ft. copper sheet bonded with asphalt between 2 layers of glass-fiber cloth. Use only where flashing is fully concealed in masonry.
  - 2. Asphalt-Coated Copper Flashing: 7-oz./sq. ft. copper sheet coated with flexible asphalt. Use only where flashing is fully concealed in masonry.
- C. Adhesives, Primers, and Seam Tapes for Flexible Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.



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## 2.6 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene.
- B. Cementitious Dampproofing: Cementitious formulations that are recommended by ILI and that are nonstaining to stone, compatible with joint sealants, and noncorrosive to veneer anchors and attachments.
- C. Asphalt Dampproofing: asphalt emulsion complying with ASTM D 1227, Type III or IV.
- D. Weep Hole/Vent Products: Use the following unless otherwise indicated:
  - 1. Wicking Material: Absorbent rope, made from cotton, 1/4 to 3/8 inch in diameter, in length required to produce 2-inch exposure on exterior and 18 inches in cavity behind stone masonry. Use only for weep holes.
  - 2. Round Plastic Tubing: Medium-density polyethylene, 3/8-inch OD by thickness of stone masonry.
- E. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity. Sheets or strips not less than 1 inch thick and installed to full height of cavity with additional strips 4 inches high at weep holes and thick enough to fill entire depth of cavity and prevent weep holes from being clogged with mortar.

## 2.7 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar and grout stains, efflorescence, and other new construction stains from stone masonry surfaces without discoloring or damaging masonry surfaces; expressly approved for intended use by cleaner manufacturer and stone producer.

## 2.8 MORTAR MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
  - 1. Do not use calcium chloride.
  - 2. Limit cementitious materials in mortar to portland cement, mortar cement, and lime.
  - 3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
  - 4. Mixing Pointing Mortar: Thoroughly mix cementitious and aggregate materials together before adding water. Then mix again, adding only enough water to

produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for one to two hours. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within 30 minutes of final mixing; do not retemper or use partially hardened material.

- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in the form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Stone Masonry: Comply with ASTM C 270, [Proportion] [Property] Specification.
  - 1. Mortar for Setting Stone: Type S
  - 2. Mortar for Pointing Stone: Type N
- D. Latex-Modified Portland Cement Setting Mortar: Proportion and mix portland cement, aggregate, and latex additive to comply with latex-additive manufacturer's written instructions.
- E. Cement-Paste Bond Coat: Mix either neat cement and water or cement, sand, and water to a consistency similar to that of thick cream.
  - 1. For latex-modified portland cement setting-bed mortar, substitute latex admixture for part or all of water, according to latex-additive manufacturer's written instructions.
- F. Pigmented Mortar: Use colored cement product or select and proportion pigments with other ingredients to produce color required. Do not add pigments to colored cement products.
  - 1. Pigments shall not exceed 5 percent of cement by weight.

## 2.9 FABRICATION

- A. Fabricate stone to comply with sizes, shapes, and tolerances recommended by applicable stone association or, if none, by stone source, for faces, edges, beds, and backs.
  - 1. For granite, comply with recommendations in NBGQA's "Specifications for Architectural Granite."
  - 2. For limestone, comply with recommendations in ILI's "Indiana Limestone Handbook."
- B. Cut stone to produce pieces of thickness, size, and shape indicated, including details on Drawings. Dress joints (bed and vertical) straight and at right angle to face unless otherwise indicated.
- C. Cut and drill sinkages and holes in stone for anchors and supports.

- 
- D. Carefully inspect stone at quarry or fabrication plant for compliance with requirements for appearance, material, and fabrication. Replace defective units before shipment.
    - 1. Clean sawed backs of stone to remove rust stains and iron particles.
  - E. Thickness of Stone: Provide thickness indicated, but not less than the following:
    - 1. Thickness: 4 inches plus or minus 1/4 inch. Thickness does not include projection of pitched faces.
  - F. Shape stone for type of masonry (pattern) as follows:
    - 1. Sawed-bed, range ashlar with uniform course heights and uniform lengths as indicated on Drawings.
  - G. Finish exposed faces and edges of stone to comply with requirements indicated for finish and to match approved samples and mockups.
    - 1. Finish: Smooth

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine surfaces indicated to receive stone masonry, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Examine substrate to verify that dovetail slots, inserts, reinforcement, veneer anchors, flashing, and other items installed in substrates and required for or extending into stone masonry are correctly installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Coat concrete and unit masonry backup with asphalt dampproofing.
- B. Clean dirty or stained stone surfaces by removing soil, stains, and foreign materials before setting. Clean stone by thoroughly scrubbing with fiber brushes and then drenching with clear water. Use only mild cleaning compounds that contain no caustic or harsh materials or abrasives.

#### 3.3 SETTING OF STONE MASONRY, GENERAL

- A. Perform necessary field cutting and trimming as stone is set.

### STONE MASONRY

- 
1. Use power saws to cut stone that is fabricated with saw-cut surfaces. Cut lines straight and true, with edges eased slightly to prevent snipping.
  - B. Sort stone before it is placed in wall to remove stone that does not comply with requirements relating to aesthetic effects, physical properties, or fabrication, or that is otherwise unsuitable for intended use.
  - C. Arrange stones in uniform pattern with course heights as indicated, uniform lengths, and uniform joint widths, with offset between vertical joints as indicated.
  - D. Arrange stones with color and size variations uniformly dispersed for an evenly blended appearance.
  - E. Set stone to comply with requirements indicated on Drawings. Install supports, fasteners, and other attachments indicated or necessary to secure stone masonry in place. Set stone accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances.
  - F. Maintain uniform joint widths except for variations due to different stone sizes and where minor variations are required to maintain bond alignment if any. Lay walls with joints not less than 1/4 inch at narrowest points or more than 3/8 inch at widest points.
  - G. Provide sealant joints of widths and at locations indicated. Keep sealant joints free of mortar and other rigid materials.
  - H. Install embedded flashing and weep holes at ledges and other obstructions to downward flow of water in wall.
    1. At concrete backing, extend flashing through stone masonry, turned up a minimum of 8 inches and insert in reglet.
    2. Extend sheet metal flashing 1/2 inch beyond face of masonry at exterior and turn flashing down to form a drip.
    3. Cut flexible flashing flush with face of wall after masonry wall construction is completed.
  - I. Place weep holes and vents in joints where moisture may accumulate, including at base of cavity walls and at flashing.
    1. Use wicking material and round plastic tubing to form weep holes.
    2. Use wicking material to form weep holes above flashing in stone sills. Turn wicking down at lip of sill to be as inconspicuous as possible.
    3. Space weep holes 16 inches o.c.
    4. Trim wicking material used in weep holes flush with outside face of wall after mortar has set.
    5. Place pea gravel or cavity drainage material in cavities as soon as practical to a height of not less than 2 inches above top of flashing, to maintain drainage.
  - J. Install vents in vertical head joints at the top of each continuous cavity at spacing indicated. Use round plastic tubing to form vents.

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### 3.4 CONSTRUCTION TOLERANCES

- A. Variation from Plumb: For vertical lines and surfaces, do not exceed 1/4 inch in 10 feet or more.
- B. Variation from Level: For bed joints and other conspicuous lines, do not exceed 1/4 inch in 20 feet or more.
- C. Measure variation from level, plumb, and position shown in plan as variation of the average plane of the face of each stone from level, plumb, or dimensioned plane.
- D. Variation in Mortar-Joint Thickness: Do not vary from joint size range indicated.
- E. Variation in Plane between Adjacent Stones: Do not exceed one-half of tolerance specified for thickness of stone.

### 3.5 INSTALLATION OF ANCHORED STONE MASONRY

- A. Anchor stone masonry to concrete with stainless steel anchors unless otherwise indicated. Secure anchors by inserting dovetailed ends into dovetail slots in concrete.
- B. Space anchors not more than 24 inches o.c. vertically and 24 inches o.c. horizontally, with not less than 1 anchor per 2 sq. ft. of wall area. Install additional anchors within 12 inches of perimeter at intervals not exceeding 12 inches
- C. Anchor stone with stone anchors. Install anchors by fastening to substrate and inserting tabs and dowels into kerfs and holes in stone units. Provide compressible filler in ends of dowel holes and bottoms of kerfs to prevent end bearing of dowels and anchor tabs on stone. Fill remainder of anchor holes and kerfs with mortar.
- D. Set stone in full bed of mortar with full head joints unless otherwise indicated. Build anchors into mortar joints as stone is set.
- E. Provide minimum 1-inch cavity between stone masonry and backup construction unless otherwise indicated. Keep cavity free of mortar droppings and debris.
- F. Rake out joints for pointing with mortar to depth of not less than 1/2 inch before setting mortar has hardened. Rake joints to uniform depths with square bottoms and clean sides.

### 3.6 POINTING

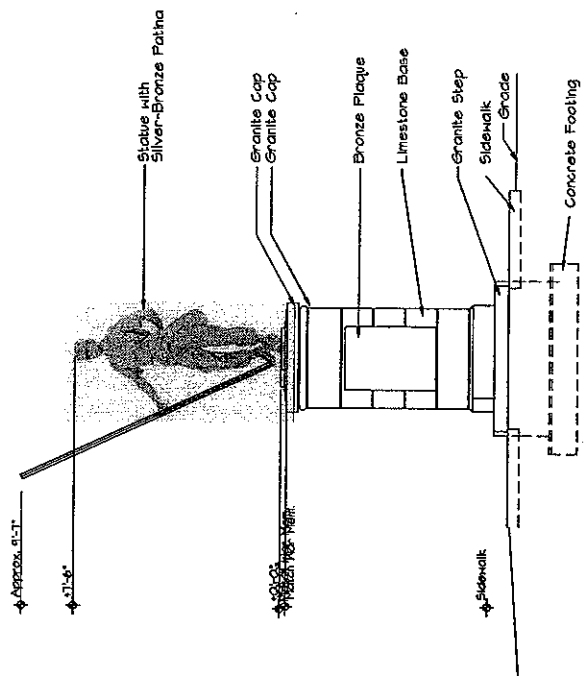
- A. Prepare stone-joint surfaces for pointing with mortar by removing dust and mortar particles. Where setting mortar was removed to depths greater than surrounding areas, apply pointing mortar in layers not more than 3/8 inch deep until a uniform depth is formed.

- 
- B. Point stone joints by placing and compacting pointing mortar in layers not more than 3/8 inch deep. Compact each layer thoroughly and allow to become thumbprint hard before applying next layer.
  - C. Tool joints, when pointing mortar is thumbprint hard, with a smooth jointing tool to produce the following joint profile:
    - 1. Joint Profile: Smooth, flat face slightly below edges of stone.

### 3.7 ADJUSTING AND CLEANING

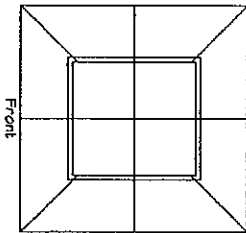
- A. Remove and replace stone masonry of the following description:
  - 1. Broken, chipped, stained, or otherwise damaged stone.
  - 2. Defective joints.
  - 3. Stone masonry not matching approved samples and mockups.
  - 4. Stone masonry not complying with other requirements indicated.
- B. Replace in a manner that results in stone masonry matching approved samples, complying with other requirements, and showing no evidence of replacement.
- C. In-Progress Cleaning: Clean stone masonry as work progresses. Remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean stone masonry as follows:
  - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
  - 2. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film, or waterproof masking tape.
  - 3. Wet wall surfaces with water before applying cleaner; remove cleaner promptly by rinsing thoroughly with clear water.
  - 4. Clean stone masonry by bucket and brush hand-cleaning method described in BIA Technical Note No. 20 Revised II, using job-mixed detergent solution.
  - 5. Clean stone masonry with proprietary acidic cleaner applied according to manufacturer's written instructions.
  - 6. Clean limestone masonry to comply with recommendations in ILI's "Indiana Limestone Handbook."

END OF SECTION 04860



STATUE ELEVATION

WOMAN VETERAN MEMORIAL  
 WEST VIRGINIA STATE CAPITOL COMPLEX  
 Department of Administration - General Services Division  
 Project No. 65D 116410  
 Drawing A-1



GRANITE CAP - PLAN



GRANITE CAP - ELEV.

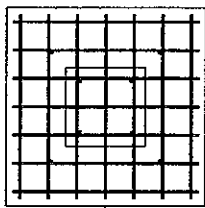
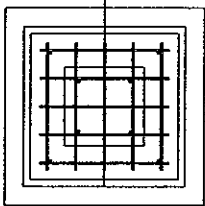
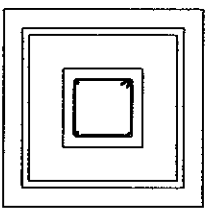


FIG. PLAN



BASE

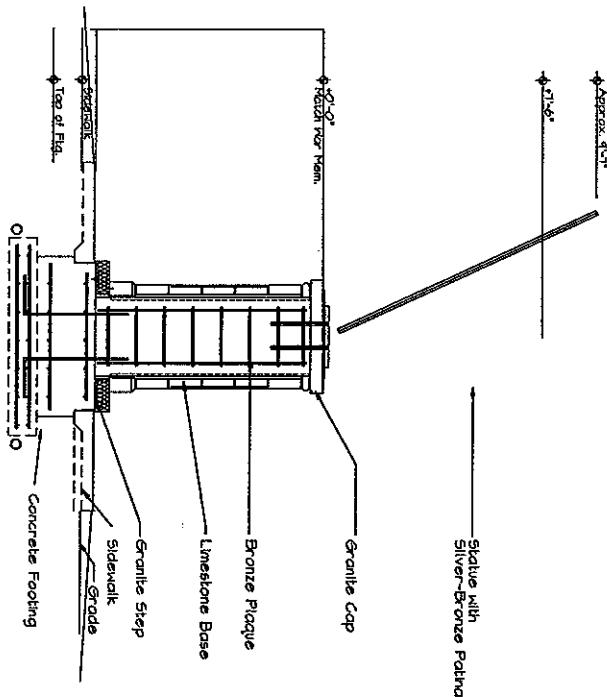


COLUMN

FIG. SECTION

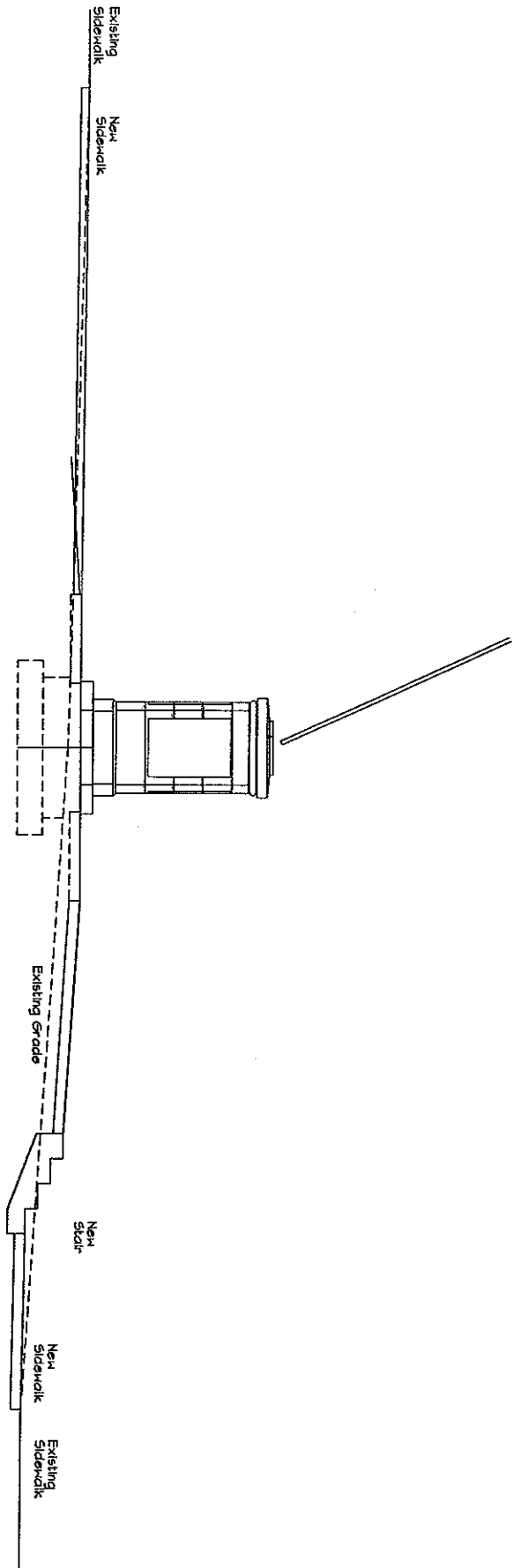


STATUE SECTION



WOMAN VETERAN MEMORIAL  
 WEST VIRGINIA STATE CAPITOL COMPLEX  
 Department of Administration - General Services Division  
 Project No. GSD 116410  
 Drawing A-1





WOMAN VETERAN MEMORIAL  
WEST VIRGINIA STATE CAPITOL COMPLEX  
Department of Administration - General Services Division  
Project No. GSD 116410  
Drawing A-1

**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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Corporate Seal

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

By \_\_\_\_\_  
(Must be President or  
Vice President)

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

Surety Corporate Seal

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

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

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

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

**Bid Bond**

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

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

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_ (C) of \_\_\_\_\_ (D), \_\_\_\_\_ (E), as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G), \_\_\_\_\_ (H), a corporation organized and existing under the laws of the State of \_\_\_\_\_ (I) with its principal office in the City of \_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State of West Virginia, as 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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20 \_\_\_\_\_ (P).

Principal Corporate Seal \_\_\_\_\_ (Q)  
 (Name of Principal)  
 By \_\_\_\_\_ (S)  
 (Must be President or Vice President)  
 \_\_\_\_\_ (T)  
 Title  
 \_\_\_\_\_ (U)  
 Surety Corporate Seal \_\_\_\_\_ (V)  
 (Name of Surety)  
 \_\_\_\_\_ (W)  
 Attorney-in-Fact

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



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

STATE OF \_\_\_\_\_

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

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

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

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

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor’s Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_