



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

Solicitation

NUMBER
DCH13022

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CONNIE OSWALD 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF CULTURE & HISTORY
 WV INDEPENDENCE HALL
 1528 MARKET STREET
 WHEELING, WV
 26003-3532 304-238-1300

DATE PRINTED
09/17/2012

BID OPENING DATE: **10/25/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY, THE WEST VIRGINIA DIVISION OF CULTURE AND HISTORY REQUESTS A QUOTE TO PROVIDE LABOR, MATERIAL, EQUIPMENT & INSTALLATION OF PERIMETER FENCING FOR THE WEST VIRGINIA INDEPENDENCE HALL LOCATED AT 1528 MARKET STREET, WHEELING, WV 26003 PER THE ATTACHED SPECIFICATIONS.</p> <p>DRAWINGS OF THE PROJECT MAY BE OBTAINED FROM THE FOLLOWING:</p> <p>MARK W. LYNCH, MANAGER FOR FACILITY OPERATIONS WEST VIRGINIA DIVISION OF CULTURE & HISTORY 1900 KANAWHA BOULEVARD EAST CHARLESTON, WV 25305 (304) 558-0220 REFERENCE RFQ# DCH13022</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON OCTOBER 2, 2012 AT 1:30 PM LOCATION: WEST VIRGINIA INDEPENDENCE HALL 1528 MARKET STREET WHEELING, WV 26003</p> <p>BID OPENING: OCTOBER 25, 2012 AT 1:30 PM LOCATION: PURCHASING DIVISION, BLDG. 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>REFERENCE ATTACHED INSTRUCTIONS TO BIDDERS.</p>						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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BID OPENING DATE: 10/25/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		988-15		
FENCE INSTALLATION AND REPAIR						
PERIMETER FENCING PROJECT FOR THE WEST VIRGINIA INDEPENDENCE HALL, WHEELING, WV PROVIDE LABOR, MATERIALS, EQUIPMENT AND INSTALLATION PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ DCH13022 ***** TOTAL:						

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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

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:

October 2, 2012 at 1:30 pm

West Virginia Independence Hall
1528 Market Street
Wheeling, WV 26003

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 non-binding.

Question Submission Deadline:

October 10, 2012

Submit Questions to:

Connie Oswald

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Connie.S.Oswald@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 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 bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

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

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus 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: 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 time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

October 25, 2012 at 1:30 pm

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 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.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

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

 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

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

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

| | **Term Contract**

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

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

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

| ✓ | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within [210] days.

| | **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.

| | **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 Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- | | **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - | | **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - | | **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - | | **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- | | **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

Commercial General Liability Insurance:
 \$1,000,000.00 minimum or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

General Property Liability - \$1,000,000.00 minimum

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

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

<input checked="" type="checkbox"/>	WV Contractors License
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

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

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

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

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

for .

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

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. 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.

15. 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.

16. 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.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, 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 submission of its bid 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.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. 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.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. 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>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

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

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

45. 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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to 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"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

52. 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:

- a. 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

- b. 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.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:

Contractor's License No.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Culture & History to establish a contract for the one time purchase of Perimeter Fencing for West Virginia Independence Hall.

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.

2.1 **“Desired Item”** means “Perimeter Fencing” See Attached Scope of Work, in Project Manual.

2.2 **“Bid Evaluation Page”** means the page upon which Vendor should list its proposed price for the Desired Items in the manner requested by thereon.

2.3 **“RFQ”** means the official RFQ published by the Purchasing Division and identified as DCH13022.

3. **GENERAL REQUIREMENTS:**

3.1 **Mandatory Desired Item Requirements:** Desired Item must meet or exceed the mandatory requirements listed below.

3.1.1 **Labor, Materials, Equipment, Supplies and Transportation for Perimeter Fencing for West Virginia Independence Hall located in Wheeling, WV.**

3.1.1.1 Perimeter Fencing must be produced and installed per the Project Manual and drawings provided in this specification.

4. **CONTRACT AWARD:**

4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Desired Items. The Contract shall be awarded to the Vendor that provides the Desired Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

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Fence Project at WVIH

4.2 Bid Evaluation Page: Vendor should complete the Bid Evaluation Page in the attached Project Manual. Vendor should complete the Bid Evaluation Page in full as failure to complete the Bid Evaluation Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Bid Evaluation Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Desired Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Desired Items must be delivered to Agency at West Virginia Independence Hall located at 1528 Market Street Wheeling, WV 26003.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Desired Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Desired Items from a third party.

Any Agency seeking to obtain the Desired Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Desired Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Desired Items to be unacceptable, the Desired Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product

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shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.



PROJECT MANUAL

PERIMETER FENCING PROJECT

WEST VIRGINIA INDEPENDENCE HALL
1528 Market Street
Wheeling, West Virginia

DCH13022: Perimeter Fencing Project
 West Virginia Independence Hall
 Wheeling, West Virginia

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WV State Forms-

BID EVALUATION PAGE
BID BOND
BID BOND INSTRUCTIONS
Drug Free Conformance Affadavit
Purchasing Affadavit
CONSTRUCTION BID SUBMISSION REVIEW FORM

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY OF WORK

A. Project Identification: As follows:

1. Project: Perimeter Fencing Project, West Virginia Independence Hall (hereinafter, WVIH), 1528 Market Street, Wheeling, West Virginia 26003
2. Owner: Commissioner, Randall Reid-Smith, West Virginia Division of Culture and History, 1900 Kanawha Boulevard East, Charleston, West Virginia, 25305
3. Owner's Representative: Manager for Facility Operations, Mark W. Lynch, West Virginia Division of Culture and History, 1900 Kanawha Boulevard East, Charleston, West Virginia, 25305
4. Site Manager: Travis Henline, West Virginia Independence Hall, 1528 Market Street, Wheeling, WV 26003

B. Contract Documents, dated August 29, 2012 were prepared by Mark W. Lynch, Manager for Facility Operations, West Virginia Division of Culture and History, 1900 Kanawha Boulevard East, Charleston, West Virginia, 25305.

C. The Work consists of the fabrication, transportation, and installation of metal fencing and related hardware, related concrete curbing and stone column assemblies, and as described in the Contract Documents.

D. Work Not Included: The following will be provided by others:

Not Applicable

1.2 WORK RESTRICTIONS

A. Contractor's Use of Premises: During construction, Contractor shall have **full** use of **site** indicated. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project **and as follows**:

1. The Work is on a historical site of national significance. Contractor shall cooperate fully with site staff and contracted archeologists in order to minimally disturb the site while conducting the Work.
2. If, during the Work, the Contractor's employees discover historical artifacts work shall immediately cease in the area of discovery and the Owner's Site Manager shall be contacted immediately for assessment prior to the Work resuming in the area of discovery.
3. The monitoring, by contracted archeologists, of any excavation work performed by the Contractor.

B. Site is on the National Register of Historic Places. Work shall take place as scheduled with the Site manager, WVIH

PART 2 - PRODUCTS (Not Applicable)

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West Virginia Independence Hall
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PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01100

SECTION 01200 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

A. ALLOWANCES (Not Applicable)

1.2 ALTERNATES

- A. An alternate is an amount proposed by bidder for certain work that may be added to or deducted from the Base Bid amount if Owner accepts the Alternate. The cost or credit for each alternate is the net addition to or deduction from Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to Contract Sum.
- B. Indicate on the Bid Form amounts to be deducted from or added to Contract Sum for the following alternates:
1. Alternate Number 1: Install approximately 235 feet of Fence Assembly along the east property line as indicated in the contract documents. Delete Chain link fence gate as shown in the contract documents. Delete English Lutheran Church Access Gate as shown in contract documents. Substitute a Standard GFRC Column Panel for a Hinge GFRC Column panel for Column on South East corner of property as shown in the contract documents
 2. Alternate Number 2: Substitute Grey Sandstone panels, caps, and finials in place of Glass Fiber Reinforced Concrete (GFRC) panels, caps, and finials on all GFRC columns as shown in the contract documents.

1.3 UNIT PRICES

- A. A unit price is an amount proposed by bidders and stated on the Bid Form for certain work that is paid for per unit of measure. Bidders shall indicate on the Bid Form unit prices for the following items of work:
1. Fence Panel: Pricing of one (1) fully assembled, standard, eight (8) foot fence panel as shown in the contract documents.
 2. Iron Fence Post: Pricing of one (1) standard fence post with attachment hardware as shown in the contract documents.
 3. GFRC "Stone" Panel, Standard: Pricing of one (1) standard GFRC "Stone" Panel as shown in the contract documents.
 4. GFRC "Stone" Panel, Fencing: Pricing of one (1) GFRC "Stone" Panel for use with a fence panel as shown in the contract documents.
 5. GFRC "Stone" Panel, Gate: Pricing of one (1) GFRC "Stone" Panel for use with a gate leaf as shown in the contract documents.
 6. GFRC "Stone" Column Assembly: Pricing of one (1) fully assembled stone column, including foundation.
- B. Changes to the Work incorporating Unit Prices will be made by Change Order.

1.4 CONTRACT MODIFICATION PROCEDURES

- A. On Owner's approval of a proposal from Contractor, Owner's Representative will issue a Change Order on AIA Document G701, for all changes to Contract Sum or Contract Time.

- B. When Owner and Contractor disagree on the terms of a proposal, Owner's Representative may issue a Construction Change Directive on **AIA Document G714**, instructing Contractor to proceed with the change. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to Contract Sum or Contract Time.

1.5 PAYMENT PROCEDURES

- A. Submit a Schedule of Values at least 10 days before the first Application for Payment. In Schedule of Values, break down Contract Sum into at least one line item for each Specification Section. Correlate the Schedule of Values with Contractor's Construction Schedule.
- B. Submit 3 copies of each application for payment on **AIA Document G702/703**, according to the schedule established in Owner/Contractor Agreement.
 - 1. For the second Application for Payment through the Application for Payment submitted at Substantial Completion, submit partial releases of liens from each subcontractor or supplier for whom amounts were requisitioned in the previous Application for Payment.
 - 2. Submit final Application for Payment after completion of Project closeout procedures with release of liens and supporting documentation. Include consent of surety to final payment and insurance certificates.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

SECTION 01300 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Verify layout information shown on Drawings, in relation to property survey and existing benchmarks, before laying out the Work.
- B. Coordinate construction to ensure efficient and orderly execution of each part of the Work.
- C. Progress meetings will be held at Project site every two (2) weeks. Notify Owner, Site Manager, and Owner's Representative of meeting dates. Each subcontractor or other entity concerned with current progress or involved with planning or coordination of future activities, shall attend.
 - 1. Prepare minutes of each meeting and distribute to parties present.

1.2 CONSTRUCTION SCHEDULE

- A. Prepare a horizontal bar-chart construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first workday of each week. Use same breakdown of Work indicated in the Schedule of Values. As Work progresses, mark each bar to indicate actual completion.
 - 1. Submit within ten (10) days after date established for Commencement of the Work.
 - 2. Coordinate each element with other activities. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.
 - 3. Indicate Substantial Completion and allow time for Owner's Representative procedures necessary for certifying Substantial Completion.
 - 4. Schedule Distribution: Distribute copies to Owner, Owner's Representative, subcontractors, and parties required to comply with dates.
 - 5. Updating: Revise the schedule after each meeting or activity where revisions have been made. Distribute revised copies to Owner, Owner's Representative, subcontractors, and parties required to comply with dates.

1.3 SUBMITTAL PROCEDURES

- A. Coordinate submittal preparation with construction schedule, fabrication lead-times, other submittals, and activities that require sequential operations.
 - 1. No extension of Contract Time will be authorized due to failure to transmit submittals in time to permit processing sufficiently in advance of when materials are required in the Work.
 - 2. Owner's Representative will not accept submittals from sources other than Contractor.
- B. Prepare submittals by placing a permanent label on each for identification. Provide a 4- by 5-inch space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label:
 - 1. Project name.
 - 2. Date.
 - 3. Name and address of Contractor.

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4. Name and address of subcontractor or supplier.
 5. Number and title of appropriate Specification Section.
 6. Contractor's certification that materials comply with specified requirements.
- C. Coordinate each submittal with other submittals and with work that does not require submittals.
- D. Product Data: Mark each copy to show applicable choices and options. Include the following:
1. Data indicating compliance with specified standards and requirements.
 2. Notation of coordination requirements.
 3. For equipment data, include rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.
- E. Shop Drawings: Submit newly prepared information drawn to scale. Do not reproduce Contract Documents or copy standard information. Submit 1 reproducible print and 1 blue- or black-line print on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches. Owner's Representative will return the reproducible print. Include the following:
1. Dimensions, profiles, methods of attachment, coordination with adjoining work, large scale details, and other information, as appropriate for the Work.
 2. Identification of products and materials.
 3. Notation of coordination requirements.
 4. Notation of dimensions established by field measurement.
 5. Identification of deviations from Contract Documents.
- F. Samples: Submit Samples finished as specified and identical with the material proposed. Where variations are inherent in the material, submit sufficient units to show limits of the variations. Include product name or name of the manufacturer.
- G. Owner's Representative will review each submittal, mark as appropriate to indicate action taken, and return copies less those retained. Compliance with specified requirements remains Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Quality-control services include inspections, tests, and related actions including reports. Quality-control services are further specified in other Sections of these Specifications and shall be performed by independent testing agencies provided by Contractor or Owner, as specified.
 - 1. Unless otherwise indicated, quality-control services required by authorities having jurisdiction will be provided by Owner.
- B. Contractor is responsible for scheduling inspections and tests.
- C. Retesting: Contractor shall pay for retesting where results of inspections and tests prove unsatisfactory and indicate noncompliance with requirements.
- D. Auxiliary Services: Cooperate with agencies performing inspections and tests. Provide auxiliary services as requested. Notify agency in advance of operations requiring tests or inspections, to permit assignment of personnel. Auxiliary services include the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities to assist inspections and tests.
 - 3. Adequate quantities of materials that require testing, and assisting in taking samples.
 - 4. Facilities for storage and curing of test samples.
 - 5. Security and protection of samples and test equipment.
- E. Duties of Testing Agency: Testing agency shall cooperate with Owner's Representative and Contractor in performing its duties. Agency shall provide qualified personnel to perform inspections and tests.
 - 1. Agency shall promptly notify Owner's Representative and Contractor of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Agency shall not release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
 - 3. Agency shall not perform duties of Contractor.
- F. Submittals: Testing agency shall submit a certified written report of each inspection and test to the following:
 - 1. Owner's Representative.
 - 2. Contractor.
 - 3. Authorities having jurisdiction, when authorities so direct.
- G. Report Data: Reports of each inspection, test, or similar service shall include at least the following:
 - 1. Name, address, and telephone number of testing agency.
 - 2. Project title and testing agency's project number.
 - 3. Designation (number) and date of report.
 - 4. Dates and locations where samples were taken or inspections and field tests made.
 - 5. Names of individuals taking the sample or making the inspection or test.

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6. Designation of the product and test method.
7. Complete inspection or test data including an interpretation of test results.
8. Ambient conditions at the time of sample taking and testing.
9. Comments or professional opinion on whether inspected or tested Work complies with requirements.
10. Recommendations on retesting or re-inspection.
11. Name and signature of laboratory inspector.

H. Testing Agency Qualifications: Engage inspection and testing agencies that are prequalified as complying with the American Council of Independent Laboratories' "Quality Assurance Manual" and that specialize in the types of inspections and tests to be performed.

1. Each testing agency shall be authorized by authorities having jurisdiction to operate in the state where Project is located.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01400

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 TEMPORARY UTILITIES

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

3.2 CONSTRUCTION FACILITIES

- A. Where necessary provide field offices, storage trailers, and other support facilities as necessary for efficient prosecution of the Work.
 - 1. Temporary facilities located within the construction area or within 30 feet of building lines shall be of noncombustible construction.
- B. Provide temporary sanitary facilities. Comply with regulations and health codes for type, number, location, and maintenance of facilities.
- C. Provide temporary enclosures for protection of construction and workers from exposure and inclement weather and for containment of heat. Insert a paragraph stating parking requirements for Contractor's personnel if necessary.

- D. DO NOT Install project identification or other signs in locations without express approval of Site Manager.
- E. Collect waste daily and, when containers are full, legally dispose of waste off-site.
 - 1. Handle hazardous, dangerous, or unsanitary waste materials in separate closed waste containers. Dispose of material according to applicable laws and regulation.

3.3 TEMPORARY CONTROLS

- A. Provide temporary fire protection until permanent systems supply fire-protection needs.
 - 1. Provide adequate numbers and types of fire extinguishers.
 - 2. Store combustible materials in fire-safe containers in fire-safe locations.
 - 3. Prohibit smoking in hazardous fire-exposure areas.
 - 4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- B. Provide temporary barricades, warning signs, and lights to protect the public and construction personnel from construction hazards.
 - 1. Enclose construction areas with fences with lockable entrance gates, to prevent unauthorized access.
- C. Provide temporary environmental controls as required by authorities having jurisdiction including, but not limited to, erosion and sediment control, dust control, noise control, and pollution control.

END OF SECTION 01500

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

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

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

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

- B. Do not attach manufacturer's labels or trademarks, except for required nameplates, on surfaces exposed to view in occupied spaces or on the exterior.
- C. Select products as follows:
 - 1. Where only a single product or manufacturer is named, provide the item indicated. **Substitutions are permitted provided that the product meets or exceeds the named product and are approved by the Owner's Representative.**
 - 2. Where two or more products or manufacturers are named, provide one of the items indicated. No substitutions will be permitted.
 - 3. Where products or manufacturers are specified by name, accompanied by the term "or equal," provide the named item or comply with provisions concerning "product substitutions" to obtain approval for use of an unnamed product or manufacturer.
 - 4. Where a product is described with required characteristics, with or without naming a brand or trademark, provide a product that complies with those characteristics and other Contract requirements.
 - 5. Where compliance with performance requirements is specified, provide products that comply and are recommended in writing by the manufacturer for the application.
 - 6. Where compliance with codes, regulations, or standards, is specified, select a product that complies with the codes, regulations, or standards referenced.
- D. Unless otherwise indicated, Owners Representative will select color, pattern, and texture of each product from manufacturer's full range of options.

2.2 OWNER-FURNISHED PRODUCTS

- A. The following products will be furnished by Owner and shall be installed by Contractor as part of the Work:
 - 1. (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01600

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 CLOSEOUT SUBMITTALS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, and plumb; substrates within installation tolerances; surfaces that are smooth, clean, and free of deleterious substances; and application conditions within environmental limits. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Where Drawings indicate dimensions of existing construction verify by field measurement. Where fabricated products are to be fitted to other construction, verify dimensions by field measurement before fabricating and, when possible, allow for fitting and trimming during installation.
- C. Where Drawings indicate attachment to existing historical building Contractor shall furnish a shop drawing detailing method of attachment to the Owner's representative for approval by the West Virginia State Historic Preservation Office (WVSHPO). No attachment work shall be executed until written approval by WVSHPO and Owner's Representative.

3.2 CUTTING AND PATCHING

- A. Do not cut structural members without prior written approval of Owner's Representative.

- B. For patching, provide materials whose installed performance will equal or surpass that of existing materials. For exposed surfaces, provide or finish materials to visually match existing adjacent surfaces to the fullest extent possible.

3.3 INSTALLATION

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

3.4 FINAL CLEANING

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

3.5 CLOSEOUT PROCEDURES

- A. Request Substantial Completion inspection once the following are complete:
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Submit Record Drawings and Specifications, maintenance manuals, warranties, and similar record information.
 - 3. Deliver spare parts, extra materials, and similar items.
 - 4. Complete startup testing of systems and instruction of operation and maintenance personnel.
 - 5. Remove temporary facilities and controls.
 - 6. Complete final cleanup.
 - 7. Touch up, repair, and restore marred, exposed finishes.
 - 8. Obtain final inspections from authorities having jurisdiction.
 - 9. Obtain certificate of completion.
- B. On receipt of a request for inspection, Owner's Representative will proceed with inspection or advise Contractor of unfilled requirements. Owner's Representative will prepare the Certificate of Substantial Completion after inspection or advise Contractor of items that must be completed or corrected before the certificate will be issued.
- C. Arrange for each installer of equipment that requires operation and maintenance to provide instruction to Owner's personnel. Include a detailed review of the following:
 - 1. Maintenance manuals.
 - 2. Spare parts, tools, and materials.
 - 3. Hazards.
 - 4. Warranties and bonds.

- D. Request inspection for certification of final acceptance, once the following are complete:
 - 1. Submit a copy of the Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
 - 2. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion.

- E. Owner's Representative will reinspect the Work on receipt of notice that the Work has been completed.
 - 1. On completion of reinspection, Owner's Representative will prepare a certificate of final acceptance. If the Work is incomplete, Owner's Representative will advise Contractor of the Work that is incomplete or obligations that have not yet been fulfilled.

END OF SECTION 01700

SECTION 01732 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 DEMOLITION

- A. Maintain and protect existing utilities to remain in service before proceeding with demolition, providing bypass connections to the building.
- B. Locate, identify, shut off, disconnect, and cap off utility services to be demolished.
- C. Conduct demolition operations and remove debris to prevent injury to people and damage to adjacent buildings and site improvements.
- D. Provide and maintain shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse.
- E. Protect building structure and related utilities such as light posts from damage.
- F. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Coordinate with Site Manager and State Historic Preservation Office
- G. Promptly patch and repair holes and damaged surfaces of building caused by demolition. Restore exposed finishes of patched areas and extend finish restoration into remaining adjoining construction.
- H. Promptly remove demolished materials from Owner's property and legally dispose of them. Do not burn demolished materials.

END OF SECTION 01732

SECTION 02230 - SITE CLEARING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated by site manager or designate.
- C. Notify utility locator service for area where Project is located before site clearing. Coordinate with Utility Service Provider, Site Manager and Interested Parties.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance.
- B. Install erosion and sedimentation control measures before site clearing.
- C. Protect site improvements to remain from damage. Restore damaged improvements to condition existing before start of site clearing.
- D. Locate and clearly flag trees and vegetation to remain or to be relocated.
- E. Protect remaining trees and shrubs from damage and maintain vegetation. Employ a licensed arborist to repair tree and shrub damage. Restore damaged vegetation. Replace damaged trees that cannot be restored to full growth, as determined by arborist.
- F. Do not store materials or equipment or permit excavation within drip line of remaining trees.
- G. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.

3.2 SITE CLEARING

- A. Strip topsoil as required Stockpile topsoil that will be reused in the Work.
- B. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.
- C. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.

- D. Remove slabs, paving, curbs, gutters, and aggregate base where indicated.
- E. In areas not to be further excavated, fill depressions resulting from site clearing. Place and compact satisfactory soil materials in 6-inch thick layers to density of surrounding original ground.
- F. Dispose of waste materials, including trash, debris, and excess topsoil, off Owner's property. Burning waste materials on-site is not permitted.

END OF SECTION 02230

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by Owner's Representative. Unauthorized excavation and remedial work shall be at Contractor's expense.
- B. Do not interrupt existing utilities serving facilities occupied by Owner. Provide temporary utility services.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM; free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, or other deleterious matter.
- B. Unsatisfactory Soil: ASTM D 2487 Soil Classification Groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.
- C. Backfill and Fill: Satisfactory soil materials.
- D. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand, ASTM D 2940, with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- E. Bedding: Subbase materials with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Drainage Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, ASTM D 448, Size 57, with 100 percent passing a 1-1/2-inch sieve and not more than 5 percent passing a No. 8 sieve.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Protect subgrades and foundation soils from softening and damage by water, freezing temperatures, or frost.
- B. Explosives: Do not use explosives.
- C. Excavate to subgrade elevations regardless of character of materials and obstructions encountered.

- D. Excavate for structures, building slabs, pavements, and walkways. Trim subgrades to required lines and grades.
- E. Utility Trenches: Excavate trenches to indicated slopes, lines, depths, and invert elevations. Maintain 12 inches of working clearance on each side of pipe or conduit.
 - 1. Place, compact, and shape bedding course to provide continuous support for pipes and conduits over rock and other unyielding bearing surfaces and to fill unauthorized excavations.
 - 2. Place and compact initial backfill of satisfactory soil material or subbase material, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit. Place and compact final backfill of satisfactory soil material to final subgrade.
- F. Plow strip or break up sloped surfaces steeper than 1 vertical to 4 horizontal to receive fill.
- G. When subgrade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface, pulverize, moisture-condition or aerate soil, and recompact.
- H. Place backfill and fill in layers not more than 8 inches in loose depth at optimum moisture content. Compact each layer under structures, building slabs, pavements, and walkways to 95 percent of maximum dry unit weight according to ASTM D 698; elsewhere to 90 percent.
- I. Grade areas to a smooth surface to cross sections, lines, and elevations indicated. Grade lawns, walkways, and unpaved subgrades to tolerances of plus or minus 1-1/4 inch and pavements and areas within building lines to plus or minus 1/2 inch .
- J. Under pavements and walkways, place subbase course material on prepared subgrades and compact at optimum moisture content to required grades, lines, cross sections, and thicknesses.
- K. Under slabs-on-grade, place drainage fill on prepared subgrade and compact to required cross section and thickness.
- L. Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property. Satisfactory soils may be used as fill for low spots with the written permission of the Site Manager and Owner's Representative.

END OF SECTION 02300

SECTION 02821 - CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data.

PART 2 - PRODUCTS

2.1 FENCE COMPONENTS

- A. Fabric: Galvanized steel, ASTM A 392, 2-1/8-inch mesh, 0.113-inch-diameter wire.
 - 1. Selvage: Knuckled on both selvages
- B. Posts and Rails: ASTM F 761.
- C. Posts and Rails: **Steel pipe as follows:**
 - 1. Line or Intermediate Posts: 1.90-inch OD.
 - 2. End, Corner, and Pull Posts: 2.375-inch OD.
 - 3. Top Rails: 1.66-inch OD.
 - 4. Swing-Gate Posts: 2.875-inch OD.
 - 5. Swing-Gate Frames: 1.90-inch OD.
- D. Tension Wire: ASTM A 824 with finish to match fabric.
- E. Fittings and Accessories: ASTM F 626 and as follows:
 - 1. Post and Line Caps: Provide weathertight cap for each post. Provide line post caps with loop to receive tension wire or top rail.
 - 2. Post Brace Assembly: Same material as top rail with 3/8-inch diameter rod and adjustable tightener.
 - 3. Bottom and Center Rail: Same material as top rail with cap on each end.
 - 4. Tie Wires: Galvanized steel with finish to match fabric.
- F. Swing Gates: ASTM F 654, with galvanized hardware and accessories.
- G. Swing Gates: ASTM F 900, with galvanized hardware and accessories.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install fence to comply with ASTM F 567.

- B. Excavation: Drill post holes 8 inches in diameter and 40 inches in depth, equally spaced, but not more than 10 feet apart.
- C. Setting Posts: Set posts in holes approximately 4 inches above bottom of excavation. Align posts vertically and align tops. Pour concrete footings with tops 2 inches above grade, troweled to a crown to shed water 2 inches below grade.

END OF SECTION 02821

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data, concrete mix designs.
- B. Comply with ASTM C 94; ACI 301, "Specification for Structural Concrete"; ACI 117, "Specifications for Tolerances for Concrete Construction and Materials"; and CRSI's "Manual of Standard Practice."
- C. Engage a qualified independent testing agency to design concrete mixes.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Deformed Reinforcing Bars: ASTM A 615/A 615M, Grade 60.
- B. Plain Steel Wire: ASTM A 82, as drawn.
- C. Steel Welded-Wire Fabric: ASTM A 185, flat sheets not rolls.
- D. Portland Cement: ASTM C 150, Type I or II.
- E. Fly Ash: ASTM C 618, Type C or F.
- F. Aggregates: ASTM C 33, uniformly graded.
- G. Air-Entraining Admixture: ASTM C 260.
- H. Chemical Admixtures: ASTM C 494, if required.
- I. Vapor Retarder: Clear 10-mil thick polyethylene sheet, if required
- J. Liquid Membrane-Forming Curing and Sealing Compound: ASTM C 1315, clear, Type I, Class A, solvent borne.
- K. Joint-Filler Strips: ASTM D 1751, cellulosic fiber, or ASTM D 1752, cork.

2.2 MIXES

- A. Proportion normal-weight concrete mixes to provide the following properties:
 - 1. Compressive Strength: 3000 psi at 28 days.
 - 2. Slump Limit: 4 inches at point of placement.
 - 3. Air Content: 5.5 to 7.0 percent for concrete exposed to freezing and thawing, 2 to 4 percent elsewhere.

PART 3 - EXECUTION

3.1 CONCRETING

- A. Construct formwork and maintain tolerances and surface irregularities within ACI 117 limits of Class A for concrete exposed to view and Class C for other concrete surfaces.
- B. Place vapor retarder on prepared subgrade, with joints lapped 6 inches and sealed.
- C. Accurately position, support, and secure reinforcement.
- D. Install construction, isolation, and contraction joints where indicated. Install full-depth joint-filler strips at isolation joints.
- E. Place concrete in a continuous operation and consolidate using mechanical vibrating equipment.
- F. Protect concrete from physical damage, premature drying, and reduced strength due to hot or cold weather during mixing, placing, and curing.
- G. Formed Surface Finish: Smooth-formed finish for concrete exposed to view, coated, or covered by waterproofing or other direct-applied material; rough-formed finish elsewhere.
- H. Cure formed surfaces by moist curing for at least seven days.
- I. Protect concrete from damage. Repair surface defects in formed concrete and slabs.

END OF SECTION 03300

SECTION 03455 - GLASS FIBER REINFORCED CONCRETE (GFRC)

1.0 MANUFACTURER QUALIFICATIONS: Manufacturer shall have a minimum of five years successful experience in the fabrication of GFRC units of the application and type specified. Fabricator must demonstrate that it has sufficient production capacity to produce the units specified within the time required, so as not to delay other work.

1.1 Acceptable Manufacturers: Subject to compliance with the requirements, manufacturers offering GFRC castings that may be incorporated in the work include the following:

Arc Limited, 338 Fourteenth St., Ste 150, Ambridge, PA 15003
Tel: 724.266.1220
Toll Free: 866.940.4732

OR APPROVED EQUAL

Forms: Metal, plastic, wood, or other material that is non-reactive with concrete and will produce smooth surface finishes shall be used for form construction. Forms shall be constructed of sufficient strength to withstand pressures of molding operations without deformation. Form work shall be maintained during production to provide completed GFRC units of shapes, lines, and dimensions indicated, within specified fabrication tolerances.

2.0 CASTINGS

2.1 Castings: Castings shall be produced in accordance with the standards set by the Prestressed Concrete Institute (PCI) as published in the manual "Recommended Practice for GFRC Panels", and shall conform to the color and surface appearance of the samples provided. All anchorage attachments shall be supplied by the GFRC fabricator. Castings produced by the alternate pre-mix method using approved AR-Glass fibers shall also be deemed acceptable.

J1.1 Castings may be produced by the premix process, as outlined in PCI Standard Practices Manual or GFRC (Appendix J). The pre-mix material typically has flexural 28-day strength and yield of 700 to 1200 (psi), but Arc's panel design is based on a 900 (psi) yield strength for added safety factor.

3.0 MATERIALS

3.1 Portland Cement: ASTM C 150 Type I

3.2 Aggregate: ASTM C 33 manufactured sand unless otherwise specified.

3.3 Fiberglass Reinforcement: Alkali-resistant (AR) fiberglass filaments shall be continuously introduced by a premix process into the GFRC mix for all backing coats in a manner to produce a continuously dispersed fiberglass mat reinforcement. Insertion of fiberglass mats or scrims shall not be acceptable.

3.4 Water: All water used in mixing shall be potable quality, free from harmful minerals or foreign materials in amounts harmful to concrete.

3.5 Polymer: Polymer compounds shall be added in accordance with the Polymer manufacturer's specifications to increase the strength and durability of the GFRC units

3.6 Polymer compounds shall be proven by independent laboratory test analyses to eliminate the need for wet curing of the GFRC castings.

- 3.7 Mold Release Agents: Mold release compounds shall not interfere with the adhesion of sealants or finishes specified under normal preparation requirements.
- 3.8 Curing: All cast GFRC components shall be cured in a controlled environment after release from the mold for a minimum of five days before finishing.
- 3.9 Patching Material: Patching materials of like composition and appearance shall be supplied by the manufacturer to permit field repair of any areas damaged in shipment or handling.

4.0 FABRICATION

- 4.1 Dimensional and Performance Characteristics: Fabrication of GFRC shall be done to achieve the following characteristics when aged 28 days:

Shell Thickness	5/8" +1/8" - 0" (Panels)
Shell Thickness	1" +1/2" - 0" (Terra Cotta Replacement Stones)
Glass Fiber	5 - 6% by weight (Roving - Alkali-Resistant fiber)
Glass Fiber	3 - 4% by weight (Premix - Alkali-Resistant fiber)
Compressive Strength	6,000 psi (cube sample)
Flexural Yield Strength	900 - 1,500 psi (roving method)
Flexural Yield Strength	700 - 1,200 psi (test average - pre-mix method)
Flexural Ult. Strength	2,000 - 3,500 psi (roving method)
Flexural Ult. Strength	1,400 - 1,800 psi (test average - pre-mix method)
Weight	6 - 7 lbs/sq. ft.

- 4.2 Surface: Units shall be fabricated to provide a smooth surface, free of pockets, sand streaks, honeycomb, finished by blast cleaning and/or acid washing to achieve the specified surface finish.
- 4.3 Piece Identification: Each unit shall be marked with an identifying mark corresponding with shop and/or erection drawings and date cast.
- 4.4 Support Frames and Embedded Support Anchors:
 - 4.4.1.1 Support frames shall be designed by the manufacturer and fabricated of track and stud or steel tubing sections, of sufficient strength and rigidity to support the GFRC units and prevent overstressing of the skin during de-molding and handling, with flexible connections to permit relative movement of the GFRC and the attachment frame.
 - 4.4.1.2 Galvanized steel support track and stud frames shall be of minimum 16 gauge, steel tubing minimum 11 ga., steel attachment plates minimum 16 gauge, and embedded anchors 3/8" diameter.
 - 4.4.1.3 Material specifications shall conform to those listed in PCI MNL-117. Carbon steel tubular frames shall be shop painted one coat of zinc oxide primer and one coat of alkyd enamel.
 - 4.4.1.4 As an alternate to galvanized construction, steel tubing members may be painted with inorganic zinc-rich one-step primer with a minimum zinc content of 80% dry film, with a finish coat of compatible enamel.
 - 4.4.1.5 Flexible anchors shall be made of carbon steel bar stock, with corrosion protection by cadmium or zinc electro-plating.

4.4.1.6 Where through-bolt attachments are used for suspended pieces, stainless steel washers shall be embedded in the GFRC mix, and a countersunk area shall be provided for the attachment nut, including wrench clearance. Any exposed fasteners shall be recessed and designed to be field patched smooth. Manufacturer must provide test data showing that the proposed attachment has a minimum safety factor of ten. Welded joints shall be protected by a rust-inhibitive coating.

4.5 Anchorage: Anchors and fasteners for attachment to the structural steel work shall be provided by the GFRC manufacturer unless otherwise specified.

4.6 Control Joints: Fabricator shall design units with adequate control joints for sealing with backer-rod and caulk joints (by others) in the field.

5.0 QUALITY CONTROL: Fabricator shall submit a sample of his quality assurance procedures to Owner's Representative before beginning fabrication. A test sample from each day's mix shall be retained by manufacturer for a period of one (1) year after fabrication. GFRC units shall closely match the color and finish specified and samples provided.

5.1 Testing: Samples shall be analyzed daily for material mix weight, spray rate, and fiberglass content using the washout method. Panel thickness shall be tested with pin gauges during production at a spacing of not more than 24 inches, to verify skin thickness at 5/8" or heavier. Mechanical strength tests and anchor pull-off tests, if required, shall be approved as to type, frequency, and cost by agreement with the Owner's Representative. In the absence of a specific additional testing requirement, Fabricator's standard quality control procedures shall be deemed acceptable.

5.2 Dimensional Control: Fabricator shall be responsible for the shop inspection of each unit to insure that it conforms with the dimensions and tolerances shown on the drawings. Fabrication dimensions shall be held to permit installation within the following tolerances:

Face width of joints:	1/8"
Out of plane (unit to unit)	1/8"
Variation in plumb	1/4" in 10'
Variation in level	1/4" in 10'

5.3 Cleaning: Fabricator shall remove all surface contamination prior to shipment, to provide a clean, uniform appearance.

5.4 Efflorescence: Efflorescence is a naturally occurring combination of soluble salts, moisture, hydrostatic pressure and evaporation. All masonry and concrete materials are susceptible to efflorescence. The amounts of the deposits vary according to the temperature, humidity and wind. Efflorescence can be cleaned following erection, or allowed to be removed by weathering. Fabricator will not be responsible for such cleaning unless specifically indicated in the contract documents.

6.0 ERECTOR RESPONSIBILITY AND QUALIFICATIONS

6.1 ERECTOR RESPONSIBILITY: The erector shall include all labor, materials, equipment, and related services necessary for the erection of the panels as indicated and described by the contract documents. The placement of the connection hardware on the building steel or in the cast-in-place concrete will be the responsibility of that contractor erecting the panels or placing the cast-in-place concrete.

6.2 ERECTOR QUALIFICATIONS: Regularly engaged for at least five years in erection of GRFC, terra cotta, or Architectural precast concrete panels similar to those required on this project, and the present erection management and staffing capability sufficient to erect the required units without causing delay of project schedules.

(Add Alternate #2)
SECTION 04860 - STONE VENEER ASSEMBLIES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Do not lay stone masonry veneer when temperature is below freezing.
- B. Protect work when delivered and as it goes up, keep tops of walls covered when work is not in progress.

1.2 SUBMITTALS

- A. Comply with the provisions of Section 1300.
- B. Submit stone samples and pointing mortar samples.
- D. Construct a sample column panel approximately 24 inches long by 24 inches high to demonstrate aesthetic effects and qualities of materials and execution.

PART 2 - PRODUCTS

2.1 STONE

- A. Panel stone: Untumbled Grey Sandstone
 - 1. Material: As indicated in drawings; review color and texture with Owner / Owner's Representative. NOTE: Color should closely match facility exterior stone color.

Available from:
The Kipton Quarry
14647 State Route 511
Oberlin, OH 44074
(440) 775-1913
(OR APPROVED EQUAL)

- B. Coping, Sill, Finials and Lintels: Sawn top and bottom Grey Sandstone w/ hand pitched face.
 - 1. Material: As indicated in drawings; review sizes and colors with Owner / Owner's Representative. NOTE: Color should closely match facility exterior stone color.

Available from:
The Kipton Quarry
14647 State Route 511
Oberlin, OH 44074
(440) 775-1913
(OR APPROVED EQUAL)

- C. Sandstone: ASTM C 616, Classification

2.2 MORTAR

- A. Mortar for Stone Masonry Veneer: ASTM C 270, Proportion Specification, Type S .

2.3 STONE MASONRY-VENEER ANCHORS

- A. Structural Steel Shapes: ASTM A36 shelf angles (ledges as shown)
- B. Anchor Ties: Refer to Structural Notes and Drawings

2.4 EMBEDDED FLASHING MATERIALS

- A. Sheet Metal Flashing: Stainless steel, 0.0156 inch .

2.5 MISCELLANEOUS MATERIALS

- A. Weep Holes: Round polyethylene tubing, 3/8-inch OD.
- B. Masonry Cleaner: 1/2-cup tetrasodium polyphosphate and 1/2-cup laundry detergent dissolved in 1 gal. of water.
- C. Drainage mat (if required): Enka barrier 5006 installed per manufacturer requirements (See Section 07116 Vapor Retarders / Water Resistant Membranes.

2.6 STONE FABRICATION

- A. Thickness of Stone Masonry Veneer: As indicated in drawings.
- B. Coping, Sills, and Lintels sizes as indicated in the Drawings.
 - 1. Sawn top and bottom grey sandstone w/ hand pitched face.
- C. Finish: Naturally weathered and shaped, Grey (no "purple").

2.7 ACCESSORIES

- A. Cavity Wall Drainage Sheet: Refer to Section 07131
- B. Joint Sealants: Custom Building Products, Polyblend Sanded Ceramic Tile Caulk. Color matched to mortar.

PART 3 - EXECUTION

3.1 SETTING STONE MASONRY VENEER, GENERAL

- A. Accurately mark stud centerlines on face of sheathing or air barrier before beginning stone installation.
- B. Execute stone masonry veneer by skilled masons experienced with the kind and form of stone and installation method indicated.
 - 1. Arrange components for good fit, as indicated in drawings. Maintain uniform joint widths, except for variations due to stone size variations and minor variations required to maintain bond alignment.
 - 2. Joint Width: 3/8 to 5/8 inch
- C. Install concealed flashing and weep holes at shelf angles, lintels, ledges, and similar obstructions to downward flow of water.
 - 1. At wood and metal frame walls, extend flashing from exterior face of veneer, through the veneer, up face of sheathing at least 8 inches, and behind asphalt-saturated felt.
 - 2. At lintels and shelf angles, extend flashing a minimum of 4 inches into masonry at each end. At heads and sills, extend flashing 4 inches at ends and turn up not less than 2 inches to form a pan.
- D. Coat Sandstone with dampproofing on beds, joints, and back surfaces to at least 12 inches above finish-grade elevations, and on face surfaces up to finish-grade elevations.

3.2 INSTALLING ANCHORED STONE MASONRY VENEER

- A. Set stone in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as stone is set.
 - 1. Embed anchors and ties in mortar joints to within 1-1/2 inches of face.
 - 2. Space anchors and ties as indicated. Install additional anchors within 12 inches of openings and at intervals around perimeter not exceeding 12 inches.
- B. Provide 1-inch air space between stone masonry veneer and back-up construction, unless otherwise indicated. Keep air space free of mortar droppings and debris. Provide (1) layer of Enka Barrier 5006 within air space.
- C. Rake out joints for pointing 1/2 inch deep.
- D. Provide joint sealant of matching color to mortar at all openings.

3.4 POINTING

- A. Point stone joints by placing and compacting pointing mortar in layers not greater than 3/8 inch. Compact each layer thoroughly and allow to become thumbprint hard before applying next layer.
- B. Tool joints, when pointing mortar is thumbprint hard, with a smooth jointing tool to produce joint profile indicated.

3.5 CLEANING

- A. Clean stone masonry veneer as work progresses. Remove mortar fins and smears before tooling joints.

- B. Final Cleaning: After mortar is thoroughly set and cured, remove large mortar particles and scrub stone masonry veneer.
 - 1. Wet wall surfaces with water, apply cleaner, then remove cleaner by rinsing thoroughly with clear water.

END OF SECTION 04860

SECTION 323119 - DECORATIVE METAL FENCES AND GATES

PART I - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Decorative cast iron and steel picket fences.
- 2. Swing gates.

- B. Related Sections:

- 1. Division 03 Section 03300 "Cast-in-Place Concrete" for concrete.
- 2. Division 02 Section 02300 "Earth Moving" for site excavation, fill, and backfill where decorative metal fences and gates are located.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.

- B. Shop Drawings: For gates. Include plans, elevations, sections, details, and attachments to other work.
Note: Contractor is to supply a shop drawing detailing Fence panel attachment to historic WV Independence Hall stone structure for approval by the Owners' Representative and the State Historic Preservation Office (SHPO) prior to any attachment work taking place.

- C. Samples: For each fence material and for each color specified.

- 1. Provide Samples 12 inches in length for linear materials.
- 2. Provide Samples 4 inches square sheet or plate materials.

- D. Welding certificates.

- F. Maintenance Data:

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Fabricator of products.

- B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel"

- F. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.

1. Include Eight foot (8' - 0") length of fence complying with requirements.
2. Include Steel Fence Post complying with requirements.
3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

- G. Preinstallation Conference: Conduct conference at Project site: West Virginia Independence Hall, 1528 Market Street, Wheeling, WV 26003

PART 2 - PRODUCTS

2.1 STEEL AND IRON

- A. Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Bars (Pickets): Cast Iron: See 2.1 STEEL AND IRON, H. (Below)
- D. Uncoated Steel Sheet: Hot-rolled steel sheet, ASTM A 1011/A 1011M, Structural Steel, Grade 45 or cold-rolled steel sheet, ASTM A 1008/A 1008M, Structural Steel, Grade 50.
- H. Castings: Either gray or malleable iron unless otherwise indicated.
1. Gray Iron: ASTM A 48/A 48M, Class 30.
 2. Malleable Iron: ASTM A 47/A 47M.

2.3 COATING MATERIALS

- A. Shop Primers for Steel: Provide primers that comply with Division 09 Section Painting.
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. PPG, SPECTRACON, W34181A, GREY PRIMER.
- B. Topcoat for Steel:
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. PPG, SPECTRACON 100 Series, Q3501, FLAT BLACK.

2.4 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- B. Concrete: Normal-weight, air-entrained, ready-mix concrete complying with requirements in Division 03 Section "Cast-in-Place Concrete"

- C. Nonshrink Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107 and specifically recommended by manufacturer for exterior applications.

2.9 DECORATIVE STEEL FENCES

- A. Decorative Steel Fences: Fences made from steel tubing or channel and iron castings (Pickets).
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product as indicated on Drawings.
- B. Posts: Square and round steel tubing, steel plate, and masonry assembly.
 - 1. Line Posts: Refer to Drawings.
 - 2. Swing Gate Posts (Market Street Entry): Refer to Drawings
 - 3. Corner Posts (Masonry): Refer to Drawings.
 - 4. Swing Gate Posts (Masonry) (16th Street automotive entry, 1st English Lutheran Church entry): Refer to Drawings.
- C. Post Caps: Formed cones from steel sheet; refer to Drawings.
- D. Post Component:
 - 1. Hollow Sphere:
 - a. Manufacturer: King Architectural Metals
 - b. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - i. Item Number: 13-80-HBL; 8-Inch Hollow Steel Sphere.
 - ii. Item Number: 44-1010; 10" Base Plate
- E. Rails:
 - 1. Steel Channel Rails: Pre punched steel channels.
 - a. Manufacturer: King Architectural Metals
 - b. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - i. Item Number: 60-11212x8-PC534; 1-1/2-inch by 1/2-inch by 1/8-inch, pre-punched steel channel, 3/4-Inch square holes on 5-inch centers.
 - 3. Weld Tabs:
 - a. Manufacturer: King Architectural Metals
 - b. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - i. Item Number: 44-13; Weld Tab with 3/8-Inch Diameter Hole
- F. Pickets: 3/4 inch square Iron Castings or Iron Bar Stock as indicated on drawings.
 - 1. Extend pickets beyond top rail as indicated and cap with metal spear point finial
 - a. Manufacturer:
 - i. King Architectural Metals (Spear Point Finial)
 - ii. Cast Iron Foundries: (Pickets) NOTE: Other Foundries may be considered. Not in order of preference.
 - 1. Victaulic Custom Castings
 - 2. A & B Foundry and Machining Facility
 - 3. West Salisbury Foundry and Machine
 - 4. Calhoun Foundry Corporation
 - 5. Pioneer Foundry Co., Inc.
 - 6. Great Lakes Castings, LLC

- b. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - i. Item Number: 45-9-Y; Cast Iron Spear, Large, with Quad Ball.
 - 2. Picket Spacing: 5 inches, o.c., clear, maximum.
 - G. Fasteners: S.A.E. Grade 5: bolts and nuts.
 - H. Fabrication: Assemble fences into sections by welding pickets to rails. As indicated on Drawings.
 - 1. Fabricate sections with clips welded to rails for fastening to posts in field.
 - 2. Drill posts and clips for fasteners before finishing to maximum extent possible.
 - I. Finish exposed welds to comply with NOMMA Guideline 1,
 - 1. Spray primer and finish topcoat posts after Fabrication
 - 2. Spray primer and finish topcoat rail and picket assemblies after fabrication.
 - J. Finish for Steel or Iron Items: Primed and Shop painted.
- 2.11 SWING GATES
- A. Gate Configuration: Single or Double Leaf as indicated in Drawings.
 - B. Gate Frame Height: As indicated in Drawings.
 - C. Gate Opening Width: As indicated in Drawings.
 - D. Steel Frames and Bracing: Fabricate framing members from square steel tubing 1-1/2 by 1-1/2 inches, 16 Gauge wall thickness.
 - F. Frame Corner Construction: **Welded**
 - H. Additional Rails: Provide as indicated, complying with requirements for fence rails as indicated in Drawings.
 - I. Infill: Comply with requirements for adjacent fence.
 - J. Picket Size, Configuration, and Spacing: Comply with requirements for adjacent fence.
 - K. Hardware: Hasps permitting operation from both sides of gate, hinges, and keepers for each gate leaf. Provide center gate stops and cane bolts for pairs of gates. Fabricate hasps with integral eye openings for padlocking; padlocks (Furnished by Owner) accessible from both sides.
 - L. Hinges:
 - 1. Manufacturer: King Architectural Metals.
 - 2. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Item Number: 44-2100; Heavy Duty Roller Bearing Hinges
 - M. Cane Bolts: Provide for inactive leaf pairs of gates. Fabricated from 1/2-inch diameter, round steel bars, hot-dip galvanized after fabrication. Finish to match gates. Provide galvanized steel pipe strikes embedded in concrete to receive cane bolts in both open and closed positions.

DCH13022: Perimeter Fencing Project
 West Virginia Independence Hall
 Wheeling, West Virginia

- S. Finish exposed welds to comply with NOMMA Guideline 1
- T. Steel Finish: Primed and Shop painted.

2.15 STEEL FINISHES

- A. Surface Preparation: Clean surfaces according to SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
 - 1. After cleaning, apply a conversion coating suited to the organic coating to be applied over it.
- C. Primer Application: Apply primer immediately after cleaning, to provide a minimum dry film thickness of 2 mils per applied coat, to surfaces that will be exposed after assembly and installation, and to concealed surfaces.
- D. Shop-Painted Finish: Comply with Division 09 Section "Exterior Painting."
- E. High-Performance Coating: Apply epoxy intermediate and polyurethane topcoats to prime-coated surfaces. Comply with coating manufacturer's written instructions and with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting. Apply at spreading rates recommended by coating manufacturer.
 - 1. Match approved Samples for color, texture, and coverage. Remove and refinish, or recoat work that does not comply with specified requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, construction layout, and other conditions affecting performance of the Work.
- B. Do not begin installation before final grading is completed unless otherwise permitted by Owner's Representative.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, underground structures, benchmarks, and property monuments.
 - 1. Construction layout and field engineering are specified in Division 01 Section "Execution" and as indicated in Drawings

3.3 DECORATIVE FENCE INSTALLATION

- A. Install fences as indicated in the drawings. Note: Contractor is to supply shop drawings detailing Fence panel attachment to historic WV Independence Hall stone structure for approval by the Owners' Representative and the State Historic Preservation Office (SHPO) prior to any attachment work taking place.

- B. Install fences by setting posts on curbing as indicated and fastening rails to posts. Peen threads or spot weld bolts after assembly to prevent removal.
- D. Post Setting: Set posts on concrete curbing with mechanical anchors at indicated spacing as shown in drawings
 - 1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with mechanical devices.
 - a. Space posts uniformly as indicated in Drawings.

3.4 GATE INSTALLATION

- A. Install gates level, plumb, and secure for full opening without interference. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

3.5 ADJUSTING

- A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Lubricate hardware, and other moving parts.

END OF SECTION 323119

BID EVALUATION PAGE (1 of 2 Pages)

Supply all Labor, Materials, and Transportation to fabricate and install fencing at the West Virginia Independence Hall Facility at 1528 Market Street, Wheeling, WV per the Contract Documents.

BASE BID COST.....\$_____

Add Alternate #1:

Delete installation of Chain Link Gate in East alleyway and delete English Lutheran Church access gate, hinges, and hinge assembly. Install fencing along the East property line as indicated in the Contract Documents. On south east GFRC column substitute a Standard GFRC Panel for a Hinge GFRC panel on deleted English Lutheran Church access gate side.

Add Alternate #1 COST..... \$_____

Agency Accepts Add Alternate #1

Agency Declines Add Alternate #1

Add Alternate #2:

Substitute grey sandstone panels, caps, and finials in place of Glass Fiber Reinforced Concrete (GFRC) panels, caps, and finials on all GFRC columns as shown in the contract documents.

1. Cost of Deducting GFRC..... **(\$_____)**

2. Add cost of addition of Sandstone **\$_____**

Add Alternate #2 COST \$_____

Agency Accepts Add Alternate #2

Agency Declines Add Alternate #2

(Agency Use Only)

FINAL BID COST (Base Bid + Accepted Add Alternates).....\$_____

Agency Certification:

Signed: **X**_____

Title:_____

BID EVALUATION PAGE (2 of 2 Pages)

CONTRACTOR:

Firm Name _____

Address _____

Telephone _____

Fax _____

Date _____

Signature _____

Title _____

BID BOND

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

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

NOW THEREFORE,

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

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

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

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

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

BID BOND PREPARATION INSTRUCTIONS

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

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)
(R) By (S)
(Must be President or Vice President)
(T)
Title
(U)
Surety Corporate Seal (V)
(Name of Surety)

(W)
Attorney-in-Fact

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

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.

RFQ No. DCH13022

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

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 _____



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

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

Errors That Shall Be Reason for Immediate Bid Disqualification

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

Errors that May Be Reason for Bid Disqualification Before Contract Award

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number) (Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: DCH13022

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 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.

Company

Authorized Signature

Date

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