

VENDOR

RFO COPY

TYPE NAME/ADDRESS HERE

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

Solicitation

NUMBER RMA14021 PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BETH COLLINS 304-558-2157

1434		
	WV STATE RAIL AUTHORITY	
5	(DBA) SOUTH BRANCH VALLEY	
Ī	WV STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD	
r	120 WATER PLANT DRIVE	
5	MOOREFIELD, WV	

26836 304-538-2305

DATE PRINTED 04/15/2014

BID OPENING TIME 1:30PM

CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE **AMOUNT** 0001 962-72 EA 1 RESTORATION OF HEAD HOUSES /HARPER FERRY TRAIN STATI REQUEST FOR QUOTATION (RFQ) RESTORATION TO THE HEAD HOUSES AT HARPERS FERRY THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA STATE RAIL AUTHORITY IS SOLICITING BIDS FOR THE RESTORATION OF TWO (2) HEAD HOUSES LOCATED AT HARPERS FERRY TRAIN STATION PER THE ATTACHED DOCUMENTATION. THIS IS THE END OF REQ RMA14021 ***** TOTAL: SIGNATURE TELEPHONE DATE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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.	PREB	ID 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:
	1	A MANDATORY PRE-BID meeting will be held at the following place and time:
		Mandatory pre-bid meting will be held on May 14, 2014 at 10:30 AM, EST at Harpers Ferry Depot Train Station.
		If directions is needed please e-mail Senior Buyer Beth A. Collins at beth.a.collins@wv.gov

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: May 23, 2014 at 5:00 PM, EST

Submit Questions to: Beth A. Collins

2019 Washington Street, East Charleston, WV 25305 Fax: (304) 558-4115

(Vendors should not use this fax number for bid submission)

Email: beth.a.collins@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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

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:							
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						
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: June 4, 2014 at 1:30 PM, EST							
2	Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130						
ADDENDIM ACKNOWLEDGEMENT	Changes or revisions to this Solicitation will be made by						

- 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.

7.

GENERAL TERMS AND CONDITIONS:

- 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.

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



Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 180 days.

 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 			One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.							
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			Other: See attached.							
 Copen 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 	4.	receivi	ng notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the							
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	5.									
 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 			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							
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										
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		\checkmark	The second of the control of the con							
			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							

- **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.

\checkmark	BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
√	PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100%. 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.
\checkmark	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.
certifie or irres same labor/r	of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide ed checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, vocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and material payment bond will only be allowed for projects under \$100,000. Personal or business 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.
\checkmark	WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
V	INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
	Commercial General Liability Insurance: \$1,000,000.00 Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

- 9. 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 \$1,000.00 for every calendar day beyond 180 days.

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. [RESERVED]

- 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.	REPO	ORTS:	Vendor	shall	provide	the	Agency	and/or	the	Purchasing	Division	with	the
	followi	ing reports	s identifie	ed by a	checked l	box b	elow:						
			but are r	not lim	ited to, qu			_		may request. s utilizing the			
Quarterly reports detailing the total quantity of purchases in units and dollars, along with of purchases by agency. Quarterly reports should be delivered to the Purchasing Division 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 AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
 - **2.1 DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

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

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

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

- **4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
- 5. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. Required Information. The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
 - c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy,
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
- 6. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)

- 1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
- 2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda:
 - a. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
- 3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
- **4. AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 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 the WV State Rail Authority (SRA) to establish a contract for the restoration of the head houses at the Harpers Ferry Train Station.
- 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 "Contract Services"** means the restoration of the head houses at the Harpers Ferry Train Station.
 - **2.2 "Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - **2.3 "RFQ"** means the official request for quotation published by the Purchasing Division and identified as RMA14021.
 - 2.4 "ARCHITECT" means Linn Architects, 1140 North Providence Road, Media, PA 19063. (610) 566-7044
 - 2.5 "SRA" means State Rail Authority.
 - **2.6 "AREMA"** means American Railway Engineering and Maintenance-of-Way Association. (www.AREMA.com)
 - **2.7** "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES" means the standards for preservation as found at http://www.cr.nps.gov/local-law/arch stnds 8 2.htm
 - 2.8 "FHWA" means Federal Highway Administration (<u>www.fhwa.dot.gov</u>)
 - 2.9 "NPS" means National Park Service
 - **2.10 "NFPA"** means National Fire Protection Association (http://standard.persiangig.com/document/NFPA/)
 - **2.11 "NFPA 241"** means Safeguarding Building Construction and Demolition Operations approved by the National Fire Protection Association
 - 2.12 "IBC" means International Building Code

- **2.13 "OSHA"** means Occupational Safety and Heal Administration (<u>www.osha.gov</u>)
- 2.14 "EPA" means Environmental Protection Agency (www.epa.gov)
- **2.15 "SMACNA"** means Sheet Metal and Air Conditioning Contractors National Association (www.smacna.org)
- 2.16 "NW" means Northwest
- 2.17 "ASTM" means American Society for Testing and Materials (www.astm.org)

3. GENERAL REQUIREMENTS

3.1 Mandatory Contract Item Requirements:

Vendor shall have the following minimum qualifications:

- 3.1.1 Previous experience with stabilization and restoration of historic buildings. Upon request contractor must provide experience and references.
- **3.1.2** Contract Services must meet or exceed the mandatory requirements listed below. All work will be performed in accordance with the drawings and specifications as provided with this document.

3.1.3 SUMMARY OF WORK

3.1.3.1 - Division 02: Site Work

- A. Demolition of existing materials as shown on the Drawings
- B. Restoration of original grade in NW corner of north head house
- C. Plant local groundcover in areas of grade restoration in NW corner of north head house

3.1.3.2 - Division 03: Concrete

- A. Installation of new concrete foundation walls in the NW corner of the north head house
- B. Installation of new concrete slab and accessible ramp in north head house

3.1.3.3 - Division 04: Hand Rails

A. Installation of new railings at north head house

3.1.3.4 – Division 05: Carpentry

- A. Repair and replacement of decorative wood posts and decorative bracing elements on north head house
- B. Repair and replacement of roof rafters on north head house
- C. Repair and replacement of wood roof sheathing on north head house
- D. Repair and replacement of horizontal and vertical wall sheathing on both head houses

3.1.3.5 - Division 06: Thermal Moisture Protection

- A. Removal of existing roof and installation of new standing seam metal roof with snow guards on north head house
- B. Installation of new guttering system on north head house
- C. No Roofing work on South head house

3.1.3.6 – Division 07: Doors and Windows

A. Repairs to windows in both head houses

3.1.3.7 - Division 08: Finishes

- A. Scrape, spot prime and paint all previously painted surfaces of both head houses (does not include CSX's trackside railings)
- B. Prime and paint all new woodwork
- C. Clean, prime and paint all previously painted surface within the subway, including the interior railings.

3.1.4 DETAIL OF WORK DESCRIPTIONS

3.1.4.1 SELECTIVE DEMOLITION

3.1.4.1.1 **GENERAL**

A. All applicable provisions of the contract requirements shall govern the work of this section.

This section generally includes the following, as well as those work items not specifically listed herein that are reasonably necessary to accomplish the scope of work.

- B. Scope of selective demolition/dismantlement work is indicated on the drawings, and includes, but is not limited to, the following:
 - 1. Demolition of existing siding boards, roof sheathing boards and framing elements on the north head house, as shown on the Drawings,
 - 2. Demolition of existing roof on the north head house,
 - 3. Demolition of the existing concrete slab and asphalt paving on the north Head house,
 - 4. Demolition of other miscellaneous materials as required for the installation of new and replacement materials

3.1.4.1.2 CODES AND STANDARDS

- A. NFPA 241: all work shall be performed in accordance with NFPA 241, "Safeguarding Building Construction and Demolition Operations," 2009 or most recent edition.
- B. International Building Code (IBC), 2009 or most recent edition, and such codes/ordinances as adopted by the Authority Having Jurisdiction (AHJ)
- C. Follow all appropriate Federal, State, and Municipal Codes and Laws in the execution of this work.
- D. Comply with relevant OSHA regulations governing the Work.
- E. EPA and Clean Air Regulations: comply with all applicable provisions of Federal EPA and local clean air regulations.

3.1.4.1.3 PROTECTION

- A. Occupancy: the SRA will be continuously occupying other areas of the site adjacent to areas of selective demolition (although no visitors will be permitted inside any fenced-off areas). Conduct selective demolition work in a manner that minimizes the need to disrupt the SRA's normal operations. Provide a minimum of 72 hours advance notice to the SRA of demolition activities which will severely impact SRA's normal operations.
- B. Condition: the SRA assumes no responsibility for actual condition of items to be demolished.
 - 1. Conditions existing at time of commencement of contract will be maintained by SRA insofar as practicable. However, variations may occur by SRA's removal/relocation and salvage operations in the Work Area prior to start of selective demolition work.
- C. Perform cutting and removals in a manner that does not cause damage to existing materials indicated to remain.
 - 1. Where the extent or limits of demolition work indicated on the Drawings is not fully detailed or described, requires clarification, or conflicts with other Drawings or this Section, notify the SRA and/or Historical Architect of the discrepancy or question. Do not proceed with removals until the exact scope or limits of the Work is defined in writing.
- D. Protections: Provide temporary protection as required to protect all persons having access to the site from injury due to selective demolition work.
 - 1. Provide protective measures as required to provide free and safe passage of all persons to and from occupied portions of the site.
 - 2. Provide shoring, bracing, or support to prevent movement, settlement, or collapse of material to be demolished, and adjacent material to remain.
 - 3. Protect from damage all existing finish work that is to remain in place and becomes exposed during demolition operations.
 - 4. Construct temporary dustproof partitions where required to separate areas where noisy or extensive dirt or dust producing operations are performed. Construct partitions so that no nails, screws or strong adhesive materials (i.e. duct tape) are used, and so that no finishes will be damaged, marred, cracked, destroyed, or otherwise affected adversely.

- 5. Remove protections at completion of work.
- E. Promptly repair damages caused to adjacent facilities by demolition work at no cost to the SRA.
- F. Utility Services: Maintain existing utilities which are to remain. Keep in service, and protect against damage during demolition operations.
- G. Environmental Controls: Use temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.
- H. Asbestos: Should materials resembling asbestos be encountered during the work of the project, immediately notify the SRA and stop work in the area containing the suspected asbestos and in areas having potential for contamination by asbestos. Removal or encapsulation of asbestos in accordance with governing regulations will be accomplished under separate contract. Proceed with suspended work after removal or encapsulation has been completed.
- I. Railroad operation: do not interfere with the operation of the railroad or the embarking/disembarking of passengers at any time during the work. G.C. to coordinate schedule with Amtrak, MARC, and CSX.
- J. G.C. is to maintain subway and stair access for passengers to all passenger trains for duration of project. Use temporary enclosures and scaffolding to protect passengers.

3.1.4.1.4 REQUIRED PROTECTION:

- A. Provide suitable and adequate protection for all parts of the site, the buildings, and their contents where work under this contract is performed.
- B. All items not scheduled to be removed shall be completely protected by the Contractor.
- C. Conduct operations to prevent damage by falling debris or other cause to adjacent buildings, structures, facilities, walks, streets, and persons.
- D. Provide interior shoring, bracing, and support to prevent movement, settlement, or collapse of sections of the building indicated to remain and sections indicated to be removed.
- E. Environmental controls: Use temporary enclosures and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level, as determined by the Architect.

- F. Use extreme caution to protect the historic interior wood elements, both exposed and hidden. Take care not to damage while exterior siding, sills and flooring are removed. Protect the historic interior finishes from rain and moisture damage, or from damage caused by vibration from nailing/screwing.
 - 1. Install plastic sheets, carefully placed and overlapped to avoid vibration or marring of finishes, on the exterior surfaces of the buildings, so as to prevent rain and moisture damage.
- G. Use extreme caution to protect the historic interior finishes when any support jacks or other means of support are set in place. Do not overtighten or overstress any temporary supports.
- H. Install temporary plywood panels into window openings during periods when they are being repaired.
- I. Do not mechanically attach or adhere any protection materials against historic materials or finishes. Do not screw or nail, and do not use strong adhesive materials (such as duct tape). Use only pressure-fit and wedged attachments.

3.1.4.1.5 INSPECTION AND PREPARATION:

- A. Prior to commencement of selective demolition work, inspect areas in which work will be performed. Photograph existing conditions of building or surrounding property which could be misconstrued as damage resulting from selective demolition work.
- B. Provide all interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of portions of structure to be removed and portions to remain or be reused.
 - 1. Cease operations and notify the SRA and/or Architect immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.

3.1.4.1.6 **REMOVALS**:

- A. Perform selective removals work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with progress schedule and governing regulations.
- B. At all walls which abut existing construction to remain, neatly cut from both sides of construction in order to effect neat clean edges.
- C. Perform all removals and cutting carefully to avoid damage to adjacent elements scheduled to remain.

- D. Take all precautions and use whatever protective devices or materials that are required to assure that adjacent portions of the building to remain are not loaded beyond safe limits and are not broken or otherwise damaged.
- E. If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and notify the Architect. Pending receipt of directive from Architect, arrange selective demolition schedule as necessary to continue overall job progress without delay.
- F. Leave wall surfaces clean and smooth for subsequent finishing (if any)/painting/staining. Replace damaged wall surfaces, or repair as acceptable to Architect.
- G. Keep the premises cleaned up by removing accumulations of waste materials, rubbish, and debris from day to day and dispose of the same to the satisfaction of the Architect and all authorities having jurisdiction. Adequately dampen all such waste materials, rubbish, and debris to reduce dust as much as possible.

3.1.4.1.7 SALVAGE MATERIALS

A. Salvage Items: Where items are required as salvage for SRA or reuse in the Work, carefully remove, clean, turn over to SRA and obtain receipt, or store for reuse in the Work.

3.1.4.1.8 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site.
 - 1. Provide a manifest of acceptance of demolished products into an approved disposal facility.
 - 2. Burning of removed materials is not permitted on project site.

3.1.4.1.9 CLEAN-UP AND REPAIR

- A. Upon completion of demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave interior areas broom clean.
- B. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

3.1.4.2 SHORING

3.4.4.2.1 **GENERAL**

A. All applicable provisions of the contract requirements and Division 1 shall govern the work of this section.

This section generally includes the following, as well as those work items not specifically listed herein that are reasonably necessary to accomplish the scope of work:

1. Installation (and subsequent removal) of any shoring associated with the Contractor's design for the concrete installation effort, and the associated support of the north head house superstructure.

3.4.4.2.2 -- CODES AND STANDARDS

- A. NFPA 241: all work shall be performed in accordance with NFPA 241, "Safeguarding Building Construction and Demolition Operations," 2009 and/or most recent edition.
- B. International Building Code (IBC), 2009 or most recent edition, and such codes/ordinances as adopted by the Authority Having Jurisdiction (AHJ)
- C. Follow all appropriate Federal, State, and Municipal Codes and Laws in the execution of this work.
- D. Comply with relevant OSHA regulations governing the Work.

3.4.4.2.3 -- PROTECTION

- A. Provide protection to existing structural elements, finishes and materials so as not to be damaged by the installation of the shoring.
- B. Damages: Promptly repair any damage caused to adjacent facilities, landscaping or paved areas by the installation or removal of temporary shoring at no cost to the SRA.

3.4.4.2.4 -- SUBMITTALS

A. Submit a shop drawing showing Contractor's anticipated shoring technique(s), labeling sizes and spacing of shoring elements, as well as methods of temporary fastening (if any).

- 1. Said shop drawing shall also list the sequence of work events, to demonstrate how activities are coordinated.
- 2. Said shop drawing shall be sealed by the Contractor's WV-licensed professional engineer.

3.4.4.2.5 - EXECUTION

- A. The Contractor shall have the sole and exclusive responsibility for the choice and design of materials, sizes, arrangements and connections to provide adequate means of safely supporting superimposed loads or transmitting those loads onto existing structural elements in a manner which will avoid overstress in these elements.
- B. Shores shall consist of substantial timbers or steel members free of splits, holes, notches, warpage or other defects. Sizes shall be adequate to support the imposed loading.
- C. Shoring shall be performed in such a manner as to prevent any settlement or vertical or horizontal deformation of the existing structure.
 - 1. Before commencing with the Work, the Contractor shall thoroughly investigate the existing structure to verify its present condition.
- D. The Contractor shall be fully responsible for the existing structure during all shoring operations, and while the shoring is in place.
- E. Carry all loads down in a safe manner such that existing members are not overstressed.

3.4.4.2.6 CLEAN-UP AND DISMANTLEMENT

- A. Removal of shoring shall be planned carefully so as to transfer loads uniformly and without impact to new and existing structural elements.
- B. Upon completion of work requiring shoring, remove tools, equipment and demolished materials from the site. Remove protection and leave interior areas broom clean.

3.4.4.3 EXCAVATING, BACKFILLING, AND COMPACTING

3.4.4.3.1 **GENERAL**

- A. All applicable provisions of the contract requirements and Division 1 shall govern the work of this section.
- B. This section generally includes the following, as well as those work items not specifically listed herein that are reasonably necessary to accomplish the scope of work:
 - 1. Excavation associated with the installation of the new concrete foundation in the NW corner of the north head house

3.4.4.3.2 -- CODES AND STANDARDS

- A. International Building Code (IBC), 2009 or most recent issue, and such codes/ordinances as adopted by the Authority Having Jurisdiction (AHJ).
- B. Follow all appropriate Federal, State, and Municipal Codes and Laws in the execution of this work.
 - 1. Comply fully with relevant WV state laws governing the identification and marking of all underground utilities, whether publicly or privately owned.
- C. Comply with relevant OSHA regulations governing subsurface work.

3.4.4.3.3 PROTECTION

- A. Protect from damage all adjacent materials, surfaces, and finishes before, during, and after the Work. Restore all damaged materials, surfaces, and finishes to their previous level of appearance and operation to the satisfaction of the SRA and the Architect.
- B. Provide sheeting, shoring, area protection, barricades, warning lights, and other materials necessary to ensure safe conditions for workmen and the public.
- C. It is possible (and indeed probable) the site may contain underground archaeological resources.
 - 1. Notify the SRA and Architect at least 48 hours (2 business days) in advance of any digging.

- 2. The Contractor shall allow the SRA's archaeological representative to be present during all subsurface activities.
- 3. During work, the Contractor shall be diligent and watchful for possible abnormalities in the soil, including changes in the strata or the presence of small objects, including manmade objects (historic) and sharp splintered rock flakes (prehistoric).
- 4. If the Contractor encounters any of the features or objects described above during excavation, he/she shall stop work in that area and notify the SRA, and, if warranted by the SRA, allow the SRA's archaeological representative adequate time to conduct tests.
- 5. The SRA shall be permitted to stop excavation work in any affected areas for a period of up to five (5) working days to perform mitigative archaeology at no additional cost to the contract amount. All timetables affected by the activities of the SRA's archaeological representative shall be adjusted accordingly.
- 6. Allow adequate room on site for the SRA's archaeological representative to conduct mitigative archaeological investigations.
- D. Locate and protect all utilities, irrespective of whether they are public or private in SRAship. Verify locations before proceeding with the Work. Follow all relevant laws and ordinances relating to notification of utility companies prior to digging.
 - 1. Be fully responsible for all injuries (including death) to people and damage to property and all other miscellaneous damages, including reasonable attorneys' fees, resulting from digging into, hitting, or disturbing any and all utilities.

3.4.4.3.4 MATERIALS

- A. Topsoil: set aside existing topsoil during excavation and cover it during Work. Reuse it during backfilling operations so that it covers the surface.
- B. Base soil: set aside existing base soil during excavation and cover it during Work; keep it separated from topsoil. Reuse it during backfilling at the base of excavated areas.

3.4.4.3.5 -- SUBMITTALS

A. In advance of any excavation work, submit a schedule which shows the coordination of the work around the building and in the area shown for underpinning.

3.4.4.3.6 -- **INSTALLATION**

- A. Provide sheeting, shoring, area protection, barricades, warning lights, and other materials necessary to ensure safe conditions for workmen and the public.
- B. Perform **ALL** excavation work alongside the building foundation walls with hand tools by hand-digging.
- C. Do not proceed with excavation until all underground utilities have been located and marked.
- D. It is unlikely that subsurface objects (such as boulders) will be encountered. However, where it becomes necessary to excavate beyond the limits of normal excavation lines to remove boulders, bedrock, or other interfering objects, proceed with the removal of said boulders and interfering objects and backfill the voids remaining after their removal.
- 1. Notify the SRA immediately upon encountering subsurface objects, in order to determine whether additional costs may be incurred.
- E. Set contours as generally shown on the drawings. Small variations shall be permitted to accommodate field conditions; however:
 - 1. Along the exterior foundation of the building, reconstruct the grade to slope away from the building and pitch at the slope shown on the Drawings.
 - 2. Separate the topsoil from the base soil and place into separate piles (so they can be reinstalled with the topsoil at the surface).
 - 3. Place topsoil and base soil onto plastic sheets for ease of cleanup at completion.
 - 4. Notify the SRA immediately upon discovering unusual objects or conditions in the soil that might necessitate archaeological investigation.
 - 5. When backfilling, place soil in maximum 6" lifts, taking care to compact thoroughly, but not to such a level that undue lateral pressures are placed on the foundation.
 - 6. Pitch backfilled material to permit positive drainage away from the building.
 - 7. At project completion, but prior to seeding, add additional topsoil in locations where settlement has occurred.

F. Be responsible for repairing, at no cost to the SRA, any damage incurred to the site, or building, or landscaping and vegetation, during the course of excavation/backfilling, to the satisfaction of the Architect.

3.4.4.4 TREES, SHRUBS & GROUND COVER

3.4.4.4.1-- GENERAL

- A. All applicable provisions of the contract requirements and Division 1 shall govern the work of this section.
- B. This section generally includes the following, as well as those work items not Specifically listed herein that are reasonably necessary to accomplish the scope of work:
- 1. Prepare and install grass local ground covers in excavated, backfilled, regraded and damaged areas, as shown on Drawings, and in other areas damaged by construction activities, including:
 - a. Soil preparation and fertilization
 - b. Planting regraded areas
 - c. Mulching

3.4.4.4.2 -- CODES AND STANDARDS

- A. International Building Code, 2009 or most recent edition, and such codes/ordinances as adopted by the Authority Having Jurisdiction (AHJ)
- B. Follow all appropriate Federal, State, and Municipal Codes and Laws in the execution of this work.

3.4.4.4.3 -- PROTECTION

- A. Protect existing utilities, paving, and other facilities from damage caused by planting operations.
- B. Restrict traffic from planted areas until ground cover is established. Erect signs and barriers as required.

3.4.4.4.4-- MATERIALS

A. Biennials:

- 1. Provide healthy, disease-free plants of species and variety to match local ground covers adjacent to head house and station property, with well-established root systems reaching to sides of the container to maintain a firm ball, but not excessive root growth encircling the container.
- 2. Provide only plants that are acclimated to outdoor conditions before delivery.

B. Fertilizer:

- 1. Slow-release fertilizer: granular of pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - a. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

C. Lime:

- 1. ASTM C602, agricultural lime material containing a minimum of 80 percent calcium carbonate equivalent as follows:
 - a. Class: T, with a minimum of 99 percent passing through No. 8 sieve and a minimum of 75 percent passing through No. 60 sieve.
 - b. Class: O, with a minimum of 95 percent passing through a No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.

D. Planting Soils:

- 1. Existing, native surface topsoil formed under natural conditions with the duff layer retained during excavation process.
- Verify suitability of soil to produce viable planting soil. Clean soil of roots, plants, sod, stones, clods, clay lumps, pockets of course sand, concrete slurry, concrete chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.

E Mulches:

- Organic mulch Straw mulch: Clean oat or wheat straw well-seasoned before bailing, free from mature seed-bearing stalks or roots of prohibited or noxious weeds.
- 2. Do Not use salt hay.
- F. Water: Free of substance harmful to plant growth. Furnish hoses or other methods of transportation.

3.4.4.4.5 -- SUBMITTALS

- A. Submit plant vendor's list of local ground covers to be used.
- B. Upon acceptance of planted area, submit written maintenance instructions recommending procedures for maintenance of planted areas.

3.4.4.4.6 -- INSTALLATION

- A. Planting area establishment
 - 1. Loosen subgrade of planting areas to a minimum depth of 12 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off SRA's property.
 - a. Apply fertilizer directly to subgrade before loosening.
 - b. Thoroughly blend planting soil, amendments and fertilizer.
 - 2. Finish grading: Grade planting areas to a smooth, uniform plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.
- B. Ground cover and plant planting
 - 1. Set and space ground cover plants 12 inches apart in even rows with triangular spacing.
 - 2. Use planting soil for backfill.

- 3. Dig holes large enough to allow spreading of roots.
- 4. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- 5. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- 6. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

C. Planting and Mulching

- 1. Install weed-control barriers before mulching according to manufacturer's written instructions.
- 2. Mulch backfilled surfaces of planting areas and other areas indicated.

D. Maintenance

- 1. SRA will water planted areas after acceptance of the initial installation.
- 2. Repair, rework, and re-plant all areas that have washed out, are eroded, or do not catch.

3.4.4.4.6 - CLEAN-UP

A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from seeding operations.

3.4.4.5 - CAST IN PLACE CONCRETE

3.4.4.5.1 -- GENERAL

A. All applicable provisions of the contract requirements and Division 1 shall govern the work of this section.

- B. This section generally includes the following, as well as those work items not specifically listed herein that are reasonably necessary to accomplish the scope of work:
 - 1. Installation of new concrete foundation wall and footing in NW corner of north head house
 - 2. Installation of new concrete slab and accessible ramp in north head house

3.4.4.5.2 CODES AND STANDARDS

- A. International Building Code, 2009 or most recent edition, and such codes/ordinances as adopted by the Authority Having Jurisdiction (AHJ)
- B. Follow all applicable Federal, State, and Local Building Codes.
- C. All definitions, details, placement of reinforcement, and workmanship shall conform to the applicable specifications of the following standards, which are by reference made part of this specification:
 - 1. ACI-318, "Building Code Requirements for Reinforced Concrete."
 - 2. ACI-301, "Specifications for Structural Concrete for Buildings."
 - 3. ACI-315, "Manual of Standard Practice for Detailing Reinforced Concrete Structures."
 - 4. "The CRSI Manual of Standard Practice."

3.4.4.5.3 - PROTECTION

- A. Protect from damage all adjacent materials, surfaces, and finishes before, during, and after the concrete work. Restore all damaged materials, surfaces, and finishes to their previous level of appearance and operation to the satisfaction of the SRA and Architect.
- B. During the curing period, protect the concrete from all damage caused by construction and weather conditions.
- C. Be responsible for removing and replacing, to match, any concrete that heaves, cracks, settles, or becomes non-functional.

3.4.4.5.4 -- MATERIALS

- A. Concrete, minimum 4,000 p.s.i. compressive strength:
 - 1. Component products:
 - a. Portland Cement: ASTM C150, Type I
 - b. Aggregates: sand and crushed stone gravel, as required for normal floated finish
 - c. Water: Potable and free from impurities
 - d. Reinforcing Steel: ASTM A615, Grade 60, epoxy coated in accordance with ASTM A775
 - e. Welded Wire Fabric: ASTM A185, epoxy coated in accordance with ASTM A884 type 1 coating
 - f. Formwork: ACI 347
 - 2. Gravel Sub-base: crushed gravel, free of fines

3.4.4.5.5 -- SUBMITTALS

- A. Submit a certification of the mix in advance to the SRA. The submittal shall include 7-day and 28-day strengths, slump, % air entrainment, cement-sand-aggregate ratio, and aggregate sizes and distribution of aggregate sizes.
- B. Submit a delivery ticket for each load of concrete describing class, or type, of concrete being delivered, and the exact time it was mixed and delivered. Upon reaching the job site, each certified load of concrete shall have the exact time of dumping noted on the ticket and a check mark placed opposite the class of concrete delivered.

3.4.4.5.6 -- INSTALLATION

- A. Preparation for Installation
 - 1. Make sure the substrate materials are sound, solid, and tightly bonded.
 - 2. Do not pour concrete until after the reinforcing steel and welded wire fabric have been inspected by the SRA.
 - 3. Install bituminous compressible strips (thickness to be ½" unless otherwise shown on Drawings) in locations shown on Drawings.

4. Create chamfered recesses in formwork to match and align with the existing, and as shown on the Drawings.

B. Concrete Mixture

- 1. Concrete shall have a minimum twenty-eight (28) day compressive strength of 4,000 psi and a maximum slump of 4-1/2 in. unless otherwise indicated on the drawings.
- 2. Water/cement ratio maximum .45
- 3. Concrete shall contain Silica Fume and other additives as needed in accordance with ACI 318.
- 4. All concrete work shall comply with the requirements of the latest edition of the ACI Building Code (ACI 318), ACI Detailing Manual (ACI 315), and the specifications for Structural Concrete for Buildings (ACI 301).
- 5. Trucks having auxiliary water tanks shall have the tanks completely filled or completely empty when arriving at the job site. The auxiliary tank gauge shall be properly functioning.
- 6. Concrete to be delivered through the sub way unless otherwise approved by CSX in writing.

C. Admixtures

- 1. Provide only the following admixtures. No other admixtures will be accepted without the approval of the architect.
 - a. Concrete exposed to the ground of weather shall be air entrained between 4-5% as determined by ASTM C-231 or C-173.
 - b. Silica Fume
 - c. High-range water reducing admixture (super plasticizer) which conforms to ASTM C-494, type F or G and contain not more than 0.1 percent chloride ions.
 - d. Where the use of other concrete admixtures is requested by the design contractor, provide the following information to the architect.
 - i. Benefits to using admixture
 - ii. Potential negative effects, as well as their contributions to workability, durability, and adjustment of set time (long-term data supporting benefits and negative effects of admixture).
 - iii. Effects of admixture on the total chloride content of the

concrete so that the limits prescribed by ACI 318, are not exceeded.

D. Placing Concrete

- 1.. Do not pour if temperatures on site exceed 85 degrees F or fall below 45 degrees F. Make certain the concrete mixture is maintained at a minimum of 50 degrees F., per ACI-301 and ACI-605.
- 2. In hot weather, cover the poured concrete to prevent excessive evaporation.
- 3. The procedures for conveying, depositing, vibrating, etc., shall be as specified in ACI-301. All concrete shall be thoroughly raked to eliminate air pockets.
- 4. Placement of concrete shall be undertaken only after the forms and reinforcement have been inspected and approved by the SRA and Architect.
- 5. All placement of concrete shall be done most diligently so as to prevent segregation of the materials and to avoid splashing of forms with concrete. Any partially hardened concrete on reinforcement higher than the placing level must be constantly removed before placement proceeds to such area. Concrete shall be placed with suitable equipment such that the free fall of the concrete does not exceed 4 ft.
- 6. Concrete shall be deposited as close to its final position as possible and at such a rate of placement that it is at all times plastic and flows readily into a homogeneous mass without cold joints. To secure even and dense surfaces, free of honeycombing, sand streaks, etc., internal vibration shall be supplemented by skillful hand spading near exterior surfaces.
- 7. Do not allow concrete to overspill onto the adjacent surfaces. Clean adjacent areas immediately after installation.
- 8. Trowel and finish the concrete smooth to provide an even transition between surfaces.
- 9. Finish
 - a. Walls: Remove form ties and patch
 - b. Floors: Wood float finish
 - c. Exterior Paving: Broom finish

E. Protection and Curing

1. All concrete shall be protected and cured in strict accordance with ACI 318

F. Formwork

- 1. Formwork shall be in accordance with ACI-347.
- 2. The inside of the forms shall be coated with a non-staining oil.
- . Forms shall be removed in a manner to insure complete stability of the slabs and to the job personnel, and they shall remain in place for the minimum time specified herein, except when specifically authorized otherwise.

G. Concrete reinforcement

- 1. Concrete reinforcement details not covered herein shall be done in accordance with ACI-318 and ACI-315.
- 2. Reincorcing steel shall conform to ASTM A615 Grade 60 and shall be epoxy coated in accordance with ASTM A775.
- 3. Where lapped splices are used, the lap shall be a minimum of forty-eight (48) bar diameters unless otherwise indicated on the drawings.
- 4. Notify the SRA and Architect to inspect the reinforcement after it has been placed and at least one day before the pour.
- 5. Unless specifically stated in the drawings, Welded Wire Fabric shall comply with ASTM A185 and shall be epoxy coated in accordance with ASTM A884 type 1 coating.
- 6. Lap all Welded Wire Fabric seams a minimum of 6 inches.

H. Accessories

- 1. Expansion joint filler: Use preformed strips, non-extruding and resilient bituminous type.
- 2. At interior locations, unless site conditions require additional protection, provide polyethylene sheet (8 mil thickness) vapor barrier membrane below slabs on grade. Overlap seams a minimum of 12 inches and seal all seams, edges and penetrations.
- 3. Provide sleeves in footings and walls for plumbing, electrical and other utilities.

- I. Concrete sealing
 - 1. Seal concrete surfaces where shown on the drawings and at all interior locations where no additional finish is scheduled.

3.4.4.5.7 - CLEAN-UP

- A. Keep the Work Area clean and free of debris and trash at all times.
- B. Clean the Work Area thoroughly at the end of each week.
- C. Do not permit poured concrete to splash over onto the adjacent surfaces. Clean off any oversplash immediately after pouring.

3.4.4.6 – ROUGH CARPERNTRY

3.4.4.6.1 -- GENERAL

- A. All applicable provisions of the contract requirements and Division 1 shall govern the work of this section.
- B. This section generally includes the following, as well as those work items not specifically listed herein that are reasonably necessary to accomplish the scope of work:
 - Repair and replacement of damaged and deteriorated rafters, posts, shoulder braces and horizontal beams, on the north head house, as shown on the Drawings.

3.4.4.6.2 -- CODES AND STANDARDS

- A. International Building Code, 2009 or most recent edition, and such codes/ordinances as adopted by the Authority Having Jurisdiction (AHJ)
- B. Follow all applicable Federal, State, and Local Building Codes.
- C. Comply with the "American Softwood Lumber Standard" PS 20 by the U.S. Department of Commerce and ALSC "National Grading Rule for Dimension Lumber".
- D. All finish carpentry work shall be performed in compliance with the standards of the current edition of *Architectural Woodwork Quality Standards* of the Architectural Woodwork Institute. Grade shall be premium except as otherwise specified or shown on the drawings.
- E. All use and handling of preservatives shall conform with all Federal, State, and Local laws and Ordinances.

3.4.4.6.3 - PROTECTION

- A. Protect from damage all adjacent materials, surfaces, and finishes before, during, and after the Work. Restore all damaged materials, surfaces, and finishes to their previous level of appearance and operation to the satisfaction of the Architect.
- 1. Provide protection (minimum 8-mil sheet plastic, styrofoam padding and plywood sheeting) to all walls, ceiling and floor surfaces along the path of travel used during the removal of materials from the building and the delivery of new materials into the building. When securing plastic, use minimally-adhesive tape that does not mar the wall finishes or leave marks. Be responsible for repairing and repainting all surfaces damaged as a result of the demolition/delivery work or the installation/removal of the protection.
- B. Delivery and storage: keep materials dry during delivery and storage. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and provide air circulation within stacks.
- C. If, due to unforeseen circumstances, woodwork must be stored in other than installation areas, store only in areas meeting requirements specified for installation areas, and which meet moisture level contents.
- D. Store in a manner which will minimize warping and other damage prior to installation, using non-staining blocking at reasonable intervals to support the woodwork, and other means to keep from direct contact with the ground. Cover as required during storage to avoid damage to finishes, and in a manner that will minimize condensation.

3.4.4.6.4 -- MATERIALS

- A. Provide dressed lumber, S4S, unless otherwise shown or specified. Provide seasoned lumber with 18% maximum moisture content at time of dressing (12% for wood to be painted or stained) and complying with dry size requirements of PS 20, unless otherwise specified. Species shall be No. 2 grade or better Southern Pine, White Pine, Western Red Cedar, Honduran Mahogany, Douglas Fir, Western Hemlock, Red Oak, White Oak, or other exterior-grade, locally-available species; minimum values shall be as follows:
 - 1. Minimum allowable bending stress: 1,200 p.s.i., and
 - 2. Minimum Modulus of Elasticity: 1,600,000

Do not use species not suited for exterior usage, such as Sugar Pine, Poplar or other softwoods.

B. All lumber labeled on the drawings for pressure-treatment shall be impregnated, under pressure, with ammoniacal copper arsenite, in a manner consistent with Federal Specification TT-W-571; mark each piece of pressure-treated lumber with the American Wood Preservers Association mark. (www.AWPA.com)

- C. Building paper, asphalt-impregnated, weight as shown on the Drawings.
- D. Consolidants shall be equal in quality to:
 - 1. Abatron Incorporated's "LiquidWood" and "WoodEpox"

5501 95th Avenue

Kenosha, Wisconsin 53144

Phone 800.445.1754 for the nearest supplier

Website: www.abatron.com

2. Gougeon Brothers Incorporated's "West System" epoxies and consolidants;

100 Patterson Avenue, P.O. Box 908,

Bay City, Michigan 48707-0908;

Phone 1.989.684.7286 for the nearest distributor

Website: www.westsystem.com

3. Preservation Resource Group Incorporated's "JP-146" epoxies and consolidants;

P.O. Box 1768,

Rockville, Maryland 20849-1768;

Phone 1.800.774.7891 for the nearest supplier;

Website: www.prginc.com

3.4.4.6.5 - SUBMITTALS:

- A. Moisture testing for all new wood:
 - 1. Submit the results of moisture meter tests on Contractor's letterhead stationery indicating the levels of moisture in all new wood, and certifying that the required moisture levels have been achieved.
- B. Pressure Treatment Literature (if appropriate):
 - 1. Submit product data sheets on pressure treatment materials, indicating applicability of pressure treatment to this application.
- C. Product data:
 - 1. Submit manufacturer's product data sheets for consolidants and epoxies.

3.4.4.6.6 -- INSTALLATION

A. Installation, General:

- 1. Coordinate removal of the dismantlement, reinstallation and new installation of wood siding boards and wood roof sheathing boards with the framing repairs listed herein.
- Fit carpentry work to other work; scribe and cope for accurate fit.
 Correlate locations of nailers, blocking, sheathing, and similar supports to allow proper attachment of other work. Verify elevations, position and alignment of wood members for proper construction of related carpentry work.
- 3. Use only sound, thoroughly seasoned materials of the longest practical lengths and sizes to minimize jointing. Use materials free from warp which cannot be easily corrected by anchoring and attachment. Sort out and discard warped material and material with other defects which would impair the quality of the work.
- 4. Securely attach carpentry work to substrates by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.
- 5. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.
- 6. Attachment and Anchorage: Use common wire nails, except as otherwise shown or specified. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; predrill as required.
- 7. Check all existing conditions and measure all existing dimensions in the field in order to take into account irregularities and dimensional variations. Be responsible for proper fit of all work to existing conditions.
- 8. Wherever possible, use scarf joints or bevel joints when butting splices or dutchmen into existing wood. Use "crinkle-nails" or wood dowels or metal pins to align the pieces of wood; then, firmly attach the pieces of wood together using a non-water soluble glue or contact cement. Sand the joint thoroughly so that its finished appearance is as unnoticeable as possible.

- a. The careful, minor loosening of adjacent materials to permit proper fastening is permitted. Resecure any loosened adjacent materials.
- b. Use butt joints only when no other options are available.

B. Use of epoxies and consolidants:

- 1. When using epoxies and consolidants, exercise extreme caution that these materials do not come in contact with finished surfaces they create stains that cannot be removed and are unsightly.
- 2. Take care to temporarily dam all cracks and places where epoxy and consolidant materials could possibly leak and stain finishes.
- 3. Use damming materials that are non-staining and can be easily fit into cracks, crevices, holes and other sources of leakage. Carefully remove after epoxy and consolidant have achieved manufacturer's level of set strength.

C. Repair/replacement of posts:

- 1. The Drawings indicate the extent of replacement of posts.
- 2. Carefully dismantle the adjacent elements for reuse.
- Carefully duplicate all mortise holes so as to accommodate the reused elements (shoulder braces, beams etc.) snugly and without any play or overcutting.

D. Repair/replacement of rafters:

- 1. Contractor's option to install the epoxy consolidant before installing the replacement lumber or after it is secured in place.
 - a. Take care to perform consolidation and epoxy repair work in strict accordance with manufacturer's instructions, particularly regarding temperature.
- 2. Do not allow epoxy to come in contact with the mortise joints of the joists (they must be removable when the project is completed).

- 3. Carefully dress, cope and trim new components so that the joints will be visually imperceptible.
 - a. Note: existing rafters have slight variations in size, profile and finish between each other. Take care to cope and size each new component such that it blends exactly with the rafter to which it is attached.

3.4.4.6.7 -- CLEAN-UP

- A. Keep the Work Area clean and free of debris, sawdust, and trash at all times.
- B. Clean the Work Area thoroughly at the end of each week.

3.4.4.7 - FINISH CARPENTRY

3.4.4.7.1 GENERAL

- A. All applicable provisions of the contract requirements and Division 1 shall govern the work of this section.
- B. This section generally includes the following, as well as those work items not specifically listed herein that are reasonably necessary to accomplish the scope of work:
 - 1. Careful removal and replacement of the roof sheathing boards on the north head house, as shown on the Drawings
 - 2. Careful removal and replacement of wood siding boards on both head houses, as shown on the Drawings.

C. Quality Assurance

1. Quality workmanship in the repair of wood siding and wood sheathing is critical to the success of this project.

3.4.4.7.2 CODES AND STANDARDS

- A. International Building Code (IBC), 2009 or most recent edition, and such codes/ordinances as adopted by the Authority Having Jurisdiction (AHJ)
- B. Follow all applicable Federal, State, and Local Building Codes.
- C. Comply with the "American Softwood Lumber Standard" PS 20 by the U.S. Department of Commerce and ALSC "National Grading Rule for Dimension Lumber".
- D. All finish carpentry work shall be performed in compliance with the standards of the current edition of *Architectural Woodwork Quality Standards* of the Architectural Woodwork Institute. Grade shall be premium except as otherwise specified or shown on the drawings.

3.4.4.7.3 PROTECTION

A. Protect from damage all adjacent materials, surfaces, and finishes before, during, and after the Work. Be mindful of the irreplaceable historic character of some of the adjacent finished surfaces, and carefully protect so as to eliminate damage potential. Restore all damaged materials, surfaces, and finishes to their previous level of appearance and operation to the satisfaction of the SRA and the Architect.

3.4.4.7.4 MATERIALS

A. Replacement roof sheathing boards and replacement siding boards:

1. New lumber:

- a. Dressed, seasoned lumber, clear, free of imperfections or twists, highest-grade, 12% maximum moisture content at time of dressing, or at least six months old, so as not to check, warp, crack or twist.
- b. Species shall be No. 2 grade or better Southern Pine, White Pine, Western Red Cedar, Honduran Mahogany, Douglas Fir, Western Hemlock, Red Oak, White Oak, or other exterior-grade, locally-available species.
- c. Do not use species not suited for exterior usage, such as Sugar Pine, Poplar or other softwoods.
- d. Minimum allowable bending stress: 1,200 p.s.i., and

Minimum Modulus of Elasticity: 1,600,000

e. NOTE: duplicate sizes, thicknesses and edge conditions (i.e. tongue & groove or lap joint) for new lumber exactly to match existing.

B. Fasteners and Anchorages

- 1. Provide nails, screws and other anchoring devices of the proper type, size, material and finish for application indicated to provide secure attachment, concealed where possible.
 - a. Screws may be used to fasten elements in place, provided they are not exposed to view in any way.
- 2. For concealed fastenings, use zinc-coated or hot-dipped galvanized nails and screws.

3.4.4.7.5 -- SUBMITTALS:

- A. Moisture testing for new wood:
 - 1. Submit the results of moisture meter tests on Contractor's letterhead stationery indicating the levels of moisture in all new wood, and certifying that the required moisture levels have been achieved.

B. Product Data:

1. Submit manufacturer's product data sheets for consolidants and epoxies.

C. Lumber samples:

- 1. Submit samples of recycled and/or new lumber, minimum size:
 - a. 12" length for siding board profile, thickness and taper to match existing siding
 - b. 12" length for roof sheathing board width, thickness and tongue/groove to match existing board
 - c. Remove kerf marks (from saws) and chatter marks (from planes) from new lumber if the existing lumber does not contain same.

3.4.4.7.6 -- INSTALLATION

A. Installation, General:

- 1. Use only sound, thoroughly seasoned materials of the longest practical lengths and sizes to minimize jointing. Use materials free from warp which cannot be easily corrected by anchoring and attachment. Sort out and discard warped material and material with other defects which would impair the quality of the work.
- Securely attach carpentry work to substrates by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.
- 3. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.
- 4. Attachment and Anchorage: use finishing nails for all finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; predrill as required.
- 5. Check all existing conditions and measure all existing dimensions in the field in order to take into account irregularities and dimensional variations. Be responsible for proper fit of all work to existing conditions.
- 6. Permanently install (using a black permanent marker) the date "2013" (or 2014, if appropriate) on the hidden sides of new lumber where spliced or dutchmen-ed into place.
- B. Fit carpentry work to other work; scribe and cope for accurate fit. Correlate locations of nailers, blocking, sheathing, and similar supports to allow proper attachment of other work. Verify elevations, position and alignment of wood members for proper construction of related carpentry work.
- C. Removal of roof sheathing boards and siding boards:
 - 1. Drawings show the approximate locations of roofing and siding boards to be removed.
 - a. Take care only to remove those roofing boards and those siding boards actually needed to gain access to where the work is to take place.

- b. In addition, take care to remove only those roofing and siding boards that are actually deteriorated.
- 2. Do not discard any siding or roof sheathing boards until review by Architect and SRA (who will determine whether the profile and characteristics of the replacement materials actually match the existing).
 - D. Installation of new roof sheathing boards and siding boards:
 - 1. Securely fasten the new materials using blind nails of the same size and spacing as was originally used.
 - E. Use of epoxies and consolidants:
 - 1. Take care using epoxies and consolidants that these materials do not come in contact with finished surfaces they create stains that cannot be removed and are unsightly.
 - 2. Take care to temporarily dam all cracks and places where epoxy and consolidant materials could possibly leak and stain finishes.
 - F. General Adjustment, Cleaning, and Finishing
 - 1. Repair damaged and defective woodwork wherever possible to eliminate defects functionally and visually; where not possible to repair properly, replace woodwork. Adjust joinery for uniform appearance.
 - Clean woodwork on exposed and semi-exposed surfaces. Touch-up paint or stain finishes to restore damaged or soiled areas.

3.4.4.7.7 - CLEAN-UP

- A. Keep the Work Area clean and free of debris, sawdust, and trash at all times.
- B. Clean the Work Area thoroughly at the end of each day's activity.

3.4.4.8 – FLASHING AND SHEET METAL

3.4.4.8.1 - GENERAL

- A. All applicable provisions of the contract requirements and Division 1 shall govern the work of this section.
- B. This section generally includes the following, as well as those work items not specifically listed herein that are reasonably necessary to accomplish the scope of work:
 - 1. Installation of new metal standing seam, flat seam roof, and snow guards.
 - 2. Installation of new gutters, shanks and circles, downspouts and leaders, as shown on the Drawings

3.4.4.8.2 -- CODES AND STANDARDS

- A. Reference standards: Comply with recommended details for highest grade construction of the following:
 - 1. Architectural Sheet Metal by SMACNA (referred to as SMACNA Manual).
 - 2. Copper and Common Sense, by Revere Copper Corporation.
 - 3. Sheet Copper Applications, by the Copper Development Association.
 - Federal Specification QQ-A-250d, Aluminum and Aluminum Alloy, Plate and Sheet.
 - 5. ASTM B209, Specification for Aluminum Alloy, Sheet and Plate
 - 6. ASTM B221, Specification for Aluminum Extrusions

- 7. USGSA Procedure Code: 0761013R, Installing A Terne-Coated stainless Steel Sheet Metal Roof
- B. International Building Code (IBC), 2009, or most recent edition, and such codes/ordinances as adopted by the Authority Having Jurisdiction (AHJ).
- C. Follow all applicable Federal, State, and Local Building Codes

3.4.4.8.3 - PROTECTION

- A. Protect all finished surfaces, work of other trades and adjacent surfaces against damage. Repair any damage to the satisfaction of the Architect.
- B. Clean up site thoroughly at the end of each day; remove all debris and trash (particularly nails and sharp metal objects).
- 1. During the course of work, do not allow debris and pieces of rubbish and building materials to remain strewn about the site overnight.

3.4.4.8.4 -- MATERIALS

- A. Roofing metal: zinc- tin alloy-coated stainless-steel Sheet: ASTM A 240/A 240M, Type 304, dead-soft, fully annealed stainless-steel sheet, coated on both sides with a zinc-tin alloy (50 percent zinc, 50 percent tin), with factory-applied gray preweathering Follensbee TCS-II.
 - 1. Thickness: 0.015-inch minimum uncoated thickness, with 0.787-mil coating thickness applied to each side.
- B. Self-adhering, high-temperature sheet: minimum 30 to 40 mils thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.
 - 1. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F.
 - 2. Low-temperature flexibility: ASTM D-1970, passes after testing at minus 20 deg. F.

- C. Slip sheet: Building paper, 3-lb/100 sq.ft. minimum, rosin-sized.
- D. Miscellaneous joint sealers: One-part, moisture-cured, polyurethane sealant meeting the requirements of ASTM C920, Type S, Grade NS, Glass 25, Use NT, M, A, and O, color matching finish of metal sealed.
- E. Miscellaneous roofing materials:
 - 1. Fasteners: Series 300 stainless steel
 - 2. Solder: ASTM B32, 100% tin
 - 3. Sealant tape: pressure-sensitive, 100% solids, grey polyisobutylene compound sealant tape with release-paper backing' permanently elastic, nonsag, nontoxic, nonstaining tape, ½" wide and 1/8" thick.
 - 4. Sheet metal accessories: provide components required for complete sheet metal roofing assembly, including trim, copings, clips, cleats, flashings, closures, etc.
 - a. Trim, copings, clips and cleats: same material as roof metal minimum 0.015" thickness.
- F. Self-adhering, high-temperature sheet (also called "Ice & Water Shield"):
 - 1. Carlisle Coatings & Waterproofing, Inc.; "CCW WIP 300 HT"
 - 2. Grace Construction Products (a unit of W.R. Grace & Co.); "Ultra"
 - 3. Henry Company; "Blueskin PE200-HT"
 - 4. Metal-Fab Manufacturing, L.L.C.; "MetShield"
 - 5. Owens Corning; "WeatherLock Metal High-Temperature Underlayment"
- E. Joint Sealers provide one of the following:

- 1. Dymonic as made by Tremco, Cleveland, OH.
- 2. Sikaflex 1a as made by Sika Corp., Lyndhurst, NJ.
- Sololastic NP1 as made by Sonneborn-Rexnord, Maspeth, NY.
- 4. Dynatrol I as made by Pecora, Inc., Harleysville, PA.

3.4.4.8.5 - SUBMITTALS

A. Shop drawing:

1. Submit a shop drawing showing the layout of the roofing panels relative to the hips.

B. Manufacturer's data sheets:

1. Submit manufacturer's data sheets and color charts for joint sealers.

3.4.4.8.6 -- INSTALLATION

A. Existing roof removal:

- 1. Carefully demolish existing roofing materials, taking care to remove all clips, nails, sharp objects and other materials that could potentially damage or mar the appearance of the new roof metal.
- 2. Removed roofing materials are to exit the work site through the sub way unless approved otherwise by CSX in writing.

B. Installation of new infill roof sheathing:

- 1. Install new infill roof sheathing in accordance with that specification.
- 2. New roofing materials are to be delivered through the sub way unless otherwise approved by CSX in writing.

C. Roof metal installation:

1. New roofing materials are to be delivered through the sub way unless otherwise approved by CSX in writing.

- 2. Lay out the position of the pans in accordance with the Drawings.
- 3. Install the Ice & Water Shield in accordance with the Drawings.
- 4. Install slip sheet in accordance with the manufacturer's instructions.
- 5. Install roofing metal in complete accordance with referenced standards.
- 6. Install snow guards in accordance with drawings.
- 7. Install existing gutter system components.

3.4.4.8.7 -- CLEAN-UP

- A. Protect all sheet metal work during construction to ensure that work will be without damage or deterioration at time of Substantial Completion.
- B. Keep the Work Area clean and free of debris, trash, metal fragments and clippings at all times.
- C. Clean the Work Area thoroughly at the end of each day's activity.
- D. Upon completion of the Work, rake the entire site area and then sweep with a metal detector to pick up all pieces of metal, nails, and miscellaneous debris.

3.4.4.9 – DOOR AND WINDOW REPAIR

3.4.4.9.1 -- GENERAL

- A. All applicable provisions of the contract requirements and Division 1 shall govern the work of this section.
- B. This section generally includes the following, as well as those work items not specifically listed herein that are reasonably necessary to accomplish the scope of work:
 - 1. Repairs to two windows in the south head house, as shown on the Drawings.

- 2. Repairs to five windows in the north head house, as shown on the Drawings.
- 3. Note: the scope does not include any repair work on the two windows or window frames in the subway.
- 4. [Need to determine if existing glazing putty contains asbestos. Waiting for NPS response to request for information]

3.4.4.9.2 -- CODES AND STANDARDS

- A. International Building Code (IBC), 2009 or most recent edition, and such codes/ordinances as adopted by the Authority Having Jurisdiction (AHJ) issue
- B. Follow all applicable Federal, State, and Local Building Codes.
- C. Comply with the "American Softwood Lumber Standard" PS 20 by the U.S. Department of Commerce and ALSC "National Grading Rule for Dimension Lumber".
- D. All finish carpentry work shall be performed in compliance with the standards of the current edition of Architectural Woodwork Quality Standards of the Architectural Woodwork Institute. Grade shall be premium except as otherwise specified or shown on the drawings.
- E. All use and handling of preservatives, paints, and other flammable products shall conform with all Federal, State, and Local laws and Ordinances.

3.4.4.9.3 -- PROTECTION

- A. Protect from damage all adjacent materials, surfaces, and finishes before, during, and after the Work. Restore all damaged materials, surfaces, and finishes to their previous level of appearance and operation to the satisfaction of the Architect and the SRA.
- B. Delivery and storage: keep materials dry during delivery and storage. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and provide air circulation within stacks.
 - 1. Take extra care not to damage or mar any door or window components or panels or hardware during periods of storage, work, or installation.

3.4.4.9.4 -- MATERIALS

- A. New materials for window frame components, including stops and trim, and for window sash repairs:
 - 1. Clear Honduran Mahogany (no substitutions), of the highest grade, dressed and well-seasoned, moisture content not to exceed 12%, kiln-dried or at least six months old, cut to the dimensions shown on the drawings.
 - 2. Except where noted, existing hardware shall be reused
 - 3. Replacement glass polycarbonate, thickness as shown on Drawings
- B. Fillers, epoxies, consolidants, and dutchmen shall be nonstaining and fully paintable.

3.4.4.9.5 -- SUBMITTALS

- A. Manufacturer's Literature:
 - 1. Submit manufacturer's literature for epoxies and consolidants.
- B. Samples:
 - 1. Submit a sample of new wood, minimum 6" x 12" x 1" for review by Architect and SRA.
- C. Shop drawing:
 - 1. Submit a shop drawing detailing repairs to the south head house and the north head house after removing all the protective coverings showing any variations from the work shown on the Drawings.

3.4.4.9.6 -- INSTALLATION

- A. Inspection of existing door and window components for repair and reuse:
 - 1. Carefully remove and store existing protective plywood covering each window.
 - 2. Inspect each window component (frames and sashes) and report any discrepancies in their condition from what is noted in the Drawings.

- 2. Notify the Architect of any window components that are too deteriorated to reuse.
- B. Repair of existing window components:
 - 1. The term "repair", as used on the drawings, shall mean (in descending order of priority):
 - to consolidate, fill, and/or add epoxy,
 - to add splices (or dutchmen) or piece replacement, or
 - to replace the affected member entirely,

according to the judgment of the Contractor, in consultation with the Architect and SRA. However, all repair activities shall be accomplished with the goal of preserving and reusing as much of the existing woodwork as possible. All dutchmen and filled areas shall conform to the existing profiles exactly.

- 3. Provide temporary protection of openings with plywood or heavy plastic.
 - a. When affixing protection to openings, take care to place nails and/or tape only in secondary locations – and not on the face of trim.
- 4. Install temporary protection at the end of each day. Make certain all openings are secure and protected from weather and intruders.
- 5. Install splices wherever possible with scarf or bevel joints; avoid butt joints as much as possible. Make joints secure and tight. Use "crinkle-nails" or wood dowels or metal pins to align the pieces of wood; then, firmly attach the pieces of wood together using a non-water soluble glue or contact cement. Sand the joint thoroughly so that its finished appearance is as unnoticeable as possible.
- 4. Carefully adjust stile and rail thicknesses in window sashes to accommodate the installation of the new polycarbonate (which is thicker than the existing glass).
- 5. Install new polycarbonate into all sashes both new and reused existing sashes. Install points in accordance with manufacturer's recommendations for size and spacing of points.

6. Replace glazing putty on all reused existing sashes. Install new glazing putty on all new sashes.

3.4.4.9.7 - CLEAN-UP

- A. Keep the Work Area clean and free of debris, sawdust, and trash at all times.
- B. Clean the Work Area thoroughly at the end of each week.

3.4.4.10 - PAINTING

3.4.4.10.1 - GENERAL

- A. All applicable provisions of the contract requirements and Division 1 shall govern the work of this section.
- B. This section generally includes the following, as well as those work items not specifically listed herein that are reasonably necessary to accomplish the scope of work:

Base Bid:

- 1. Prepare, prime and paint all previously painted exterior wood surfaces.
- 2. Prepare, prime and paint exterior and interior surfaces of all new wood surfaces.

Note: the scope does not include any work on CSX's trackside railings.

3.4.4.10.2 -- CODES AND STANDARDS

- A. All use and handling of paints, painting-related substances, and preservatives shall conform with all Federal, State, and Local laws and Ordinances.
- B. International Building Code (IBC), 2009 or most recent edition, and such codes/ordinances as adopted by the Authority Having Jurisdiction (AHJ)
- C. Comply with all Federal, State, and Local Codes
- D. Relevant Regulatory Statutes:
 - 1. The occupational exposure to lead is regulated in the Code of Federal Regulations, 29 CFR Part 1910.1025. The regulations for general respiratory protection are covered in 29 CFR Part 1910.132 through 134. As standard industrial hygiene practice, the construction industry incorporates these regulations when work impacts lead containing material. For materials that contain lead in a concentration of 1% or

- greater, the demolition or removal of such material shall be conducted under controlled conditions.
- 2. The concentration of lead in paint has been evaluated by the United States Department of Housing and Urban Development. This federal department has established guidelines for testing paint for lead content and issued interim guidelines for hazard identification (publication September 1990).

3.4.4.10.3 - PROTECTION

- A. Keep the space used for storage of equipment and materials in a clean and orderly condition. Keep all waste and paint rags in metal containers, tightly covered, and safely dispose of them at the end of each working day. Take precautions to avoid fire. Provide an approved type of fire extinguisher immediately outside each paint storage area.
 - 1. Waste, paint rags and all flammable cleaning products shall not be stored inside the building.
- B. Furnish and lay drop cloths in all areas where painter's work is being done, to protect adjacent work and materials from defacement. Remove all temporary protection and coverings from any part of the work or finish. Any damage resulting from neglect of these requirements shall be repaired at the Contractor's expense to the complete satisfaction of the SRA and the Architect.
- C. Maintain the work area in a neat and orderly condition, promptly removing empty containers, wrappings, waste, rubbish, and like matter from the site.
- D. Provide protection from exposure to lead for all individuals who work or travel in areas where work is being conducted, in a manner consistent with the Standards listed above.

3.4.4.10.4 -- MATERIALS

- A. Paints shall be the <u>finest</u> quality exterior or interior grade (as appropriate) oil or latex products (as appropriate) of the manufacturers listed below.
- B. All painting materials, except specified specialty items, shall be the products of one manufacturer for each, providing all materials necessary to produce a complete painting job.
- C. Turco "Seal-Solv" or equal is to be used after rinse for clean-up.
- D. Conventional paints shall be one of the following:
 - 1. M. A. Bruder & Sons' "Seashore" acrylic, or highest-quality product for this application

- 2. Benjamin Moore's "Regal Select" acrylic, or highest-quality product for this application
- 3. Sherwin-Williams' "Duration" exterior acrylic, or highest-quality product for this application

3.4.4.10.5 -- SUBMITTALS

A. Samples:

- Prepare a sample of the finish color for each type of paint on 8-1/2" x 11"
 point pearl grey Presboard, and label with all pertinent information including brand name. Show all specified coats. Draw-downs will be accepted.
 - Colors throughout shall be as directed by the SRA or Architect. If requested by SRA or Architect, paint samples on designated surfaces.
 - b. The SRA or Architect may vary the specified degree of speculance based on the sample submissions.

B. Data:

- 1. Submit, in writing, the results of moisture meter testing of surfaces immediately in advance of painting start-up; indicate the location of each sample. Certify that the moisture meter has been calibrated.
- 2. Submit a written summary of all safety and health procedures to be utilized (including ventilation, work practices, and respiratory protection), before commencing the Work. The Contractor's summary shall be certified to be in full compliance with the specified standards and shall bear the signature and title of a responsible official of the firm.

C. Products at Project Completion:

1. At project completion, submit one gallon, unopened, of the paints used for this Work. Said gallons shall clearly contain the names and numbers of the paint, as well as the pigment/base proportions and the date mixed. Indicate also the locations where that paint was applied on the building.

3.4.4.10.6 -- INSTALLATION

A. Preparation

- 1. Cooperate with all trades whose work comes in contact with work to be done under this section, providing such information or applications as may be required by other trades to assure proper project continuity.
- 2. Test surfaces for moisture with an approved moisture meter before beginning application.
- 3. Starting work shall imply that everything is ready and suitable to receive the finish. Contractor will be held responsible for any finish or any improperly prepared surface, and shall make good any defective work at Contractor's own expense, to the satisfaction of the SRA and Architect.
- 4. Remove all loose paint from adjacent flat surfaces by scraping and sanding. Sand edges of remaining paint. Using an environmentally safe detergent and water, wash all surfaces where paint has been removed.
 - a. It shall not be necessary to remove all built-up paint from surfaces
 -- nor shall it be necessary to have all previously painted surfaces
 be perfectly smooth. However, thoroughly sand all scraped edges
 and verify that they are <u>absolutely sound and thoroughly feathered</u>
 before spot priming or painting.
- 5. Concentrations of lead have not been determined; be responsible for testing the lead concentration in affected areas.
 - a. Areas where the concentration of lead exceeds 0.5% are in excess of HUD's action level. Take measures necessary to protect all individuals who may become exposed to the lead or airborne lead-laden dust. Follow West Virginia state environmental regulations in the disposal of lead paint products and materials.
- 6. Make sure that all surfaces to receive paint are clean and completely in conformance with paint manufacturer's instructions.
- 7. Observe curing condition requirements for new plaster work and plaster repair.

B. Cleaning

1. Clean all mildew from wood and wall surfaces to be painted, and dry thoroughly. Review with Architect, prior to work, any areas which require treatment/application beyond basic surface cleaning with soap or bleach.

- 2. Test surfaces for moisture with an approved moisture meter before beginning application.
- 3. Do not clean when interior conditions are prohibitive; clean only when interior temperatures are a minimum of 45 degrees F and rising.
- 4. Thoroughly rinse and neutralize all cleaning products from the building surfaces.

C. Application

- 1. Employ only experienced and competent mechanics. Assume all responsibility for the work, and repair all damage caused to the work and adjacent areas by whomsoever caused.
- 2. Use all material in accordance with the directions of the approved manufacturer, subject to review of the Architect. Use of thinners at any time must have the approval of the Architect.
 - 3. Allow paints and finishes to dry at least 48 hours between coats. Sand lightly between coats with No.00 sandpaper and dust well before succeeding coat is applied. Allow additional drying time if conditions warrant, to assure that all coats are perfectly dry before applying succeeding coats.
- 4. Apply all paints with brushes and rollers only; do not use spray.

D. Mixing

1. Mix only in designated space at the site. Provide galvanized steel pans in which all mixing pails or barrels shall be kept. No mixing will be permitted outside the pans.

E. Finish

- 1. Finished surfaces shall be uniform in finish and color and free of brush marks, sagging, corduroy and other imperfections. Should any coat be judged unsatisfactory, sandpaper or otherwise clean off this coat and apply another. If undercoating is disturbed, complete refinishing will be required.
- 2. Edges of paint or finish adjoining other materials or colors shall be sharp and clean without overlapping. Should workmanship be found defective, proper preparatory work shall be done and additional coats applied as necessary to give a finish in accordance with specified requirements.
- 3. Finish to match adjacent work all returns, edges, and recesses which will be exposed in the finished work and which will be seen from any angle.

F. Paint colors:

- 1. All paint colors are to be custom-mixed the exact colors to be provided by the Architect, to match existing colors on HaFe station building.
- 2. Exterior and Interior colors: as indicated on the Drawings.

G. Painting Schedule:

- 1. New exterior and interior woodwork:
 - a. Prime coat: oil-based exterior primer
 - b. First finish coat: oil-based or acrylic-based exterior paint
 - c. Second finish coat: same as first finish coat
- 2. Previously-painted exterior and interior woodwork:
 - a. Prime coat: oil-based exterior primer in areas requiring spot priming
 - b. First finish coat: oil-based or acrylic-based exterior paint
 - c. Second finish coat: same as first finish coat

H. Environmental Conditions

- 1. Do no work in rainy, snowy, damp, or frosty weather, nor until surfaces are thoroughly dry. Work only when temperatures are 45 degrees F. and rising.
- 2. Apply material under adequate illumination and ventilation.

I. Product Handling

- 1. Deliver all products in manufacturer's original unbroken containers, package or wrappings, bearing the manufacturer's brand and name and a description of the contents.
- 2. Do not bring to the work site any container bearing the label of any material that has not been approved by the Architect.

3.4.4.10..7 CLEANUP

- A. Dispose of all empty containers and left over paints, solvents and cleaning solutions according to West Virginia state environmental regulations.
- B. Keep the Work Area clean and free of debris, dust, and trash at all times.
- C. Clean the Work Area thoroughly at the end of each week.

3.1.5 Conduct of Work

3.1.5.1. The Head Houses at the Historic Harpers Ferry Railroad Station are part of a recognized, highly visible, significant historic complex. The Railroad Station environs is one of the most culturally and historically significant landmarks in the nation and it gains part of its cultural importance from the integrity of its architectural components, materials and surfaces, and from the character of its spaces throughout the interior and exterior of the buildings and on the surround Site. The Contractor shall be expected to exercise a special degree of care and skill and he/she must be sensitive to the problems associated with culturally and historically significant buildings. The Contractor is entrusted with an irreplaceable historic resource whose value is highly regarded by the citizens of the region, the county, the state and the nation in general. In addition, the building is also an intact architectural gem, even though its many finished surfaces are deteriorated and damaged. The Contractor shall ensure that his/her operations and the conduct of his/her employees and subcontractors are appropriate to the type of work done in a historic museum environment, as well as an active railroad environment.

3.1.5.2 The Following Rules will Apply:

- A. No loud radios or music shall be permitted during working hours.
- B. Contractor's employees and subcontractors shall conduct themselves in a respectable, decent manner, and shall refrain from profanity.
- C. Contractor's employees and subcontractors shall be fully attired throughout the work day, and maintain a proper appearance, with no suggestive or profane writing on articles of clothing.
- D. No alcohol, drugs, or smoking at any time on the property. Smoke only in the parking area for Contractor's vehicles.
- E. No firearms or weapons at any time on the property.

The SRA reserves the right to immediately and permanently bar from the Site any person or persons who, in the judgment of the SRA, violate any of these provision. The Contractor shall be responsible to replace said individual(s) at Contractor's own expense without change in the Contract Schedule.

3.1.5.3 The Secretary of the Interior's Standards for the Treatment of Historic Properties shall by reference be made a part of this contract. (http://www.cr.nps.gov/local-law/arch_stnds_8_2.htm)

3.1.5.4 CSX Railroad Requirements

- A. All activities within 50 feet from the centerline of the nearest track are considered fouling the track. During construction, clear the foul area by removing all personnel and equipment a minimum of 50 feet from the centerline of the nearest track during trains operations. Notice for clearing the foul area during trains operations will be given by an onsite railroad protection flagman. Clear the foul area and remain clear of the foul area until allowed to return as instructed by the flagman. This requirement to clear and remain clear of the fouled area may occur at any time during the contractor's activities.
- B. Placement or storage of material or equipment will not be permitted within 50 feet from the centerline of an adjacent track, except as may be noted in the approved site specific work plan. To ensure this requirement, establish a 50 foot line prior to the start of work by driving states, taping off, or erecting a temporary fence.
- C. Submit site specific work plans (SSWP) including computations and a detailed description of proposed methods for accomplishing the work, including methods for protecting host railroad traffic. Multiple SSWP may be required for each station as directed by the project engineer, dependent upon the work tasks and durations of each work task.
- D. No cell phone or radio use is allowed within 25 feet of the rack centerline.
- E. Coordinate temporary sign installation locations with the host railroad to address operations concerns.
- F. Phase the work so as to maintain the normal train operations and access for passengers' movement for boarding and departing the trains and access to adjacent parking facilities.
- G. The flagging activities and presence will be determined by the host railroad and will be based upon the approved site specific work plan.
- H. Coordinate with Amtrak and host railroad to locate, protect, and restore all buried utilities, signal, and communication cables. Verify and mark all utilities, signal and communication cables prior to any excavation. In addition mark outs performed for or by the utility companies, notify the host railroad for a separate dig ticket prior to excavation.
- I. Storage of material or equipment on work site will not be permitted without first having obtained permission from the project engineer.

3.1.5.5 WORKER AND COMMUNITY RIGHT TO KNOW

Make available to employees, subcontractors, suppliers (as appropriate), and community residents written information regarding hazardous substances introduced into the workplace and the general environment. Inform workers of said written information. Supply the SRA with a list of all hazardous substances to be used in the course of the contract. Erect and maintain physical barriers, signs, or other devices as required by Federal, State, or Local laws and ordinances, and/or as directed by the Architect or the SRA.

3.1.5.6 PROTECTION OF THE ENVIRONMENT

Provide for the prevention, control and abatement of land, water and air pollution, which shall include but not be limited to:

- A. No refuse may be burned
- B. Remove all refuse from site of work for disposal in accordance with rules and regulations of authority having jurisdiction over the disposal area.
- C. Provide for the filtration of all contaminated water discharging directly to the ground.
- D. Dispose of all lead-based painted materials, if any are found, in accordance with the regulations of OSHA, The United States Environmental Protections Agency, and the State of West Virginia.
- E. In the event materials that resemble asbestos or asbestos-containing materials are discovered, stop work in that area and notify the SRA.
 - 1. Abatement of any asbestos-containing material is not part of this Contract. If any are discovered during the Work, it shall be treated separately.
- F. Successful contractor will be responsible to read Special Provisions D-3 & F (attached) and certify they are able to fully comply and abide by the Special Provisions.

3.1.5.7 PROJECT SIGNS

Fabricate and install a project sign in the location shown on the Drawings. This sign shall be used to announce the project to the public.

A. The project sign shall be professionally prepared, and shall be a minimum 4' x 8' in size, on a 3/4" plywood (exterior, or better grade), supported on 4' x 4" minimum wood legs, and shall contain a background color, with a contrasting color for lettering (both colors shall be selected by the SRA).

- B. The sign shall contain the name of the project. In addition, it shall contain the names of the organizations that contributed funding and support to the Project. Said names shall be provided by the SRA to the Contractor. The project sign shall NOT include the names and addresses of the SRA, architect, and contractor.
- C. Prepare a shop drawing, to a large scale, that shows the layout, wording and spelling of the project sign for approval by the SRA before fabrication.

EXAMPLE:

RESTORATION OF THE HEAD HOUSES AT HARPERS FERRY TRAIN STATION POTOMAC STREET
HARPERS FERRY, JEFFERSON COUNTY, WEST VIRIGINIA 25425

This project includes funding from the Federal Highway Administration's Transportation Enhancement Program administered by the West Virginia Department of Transportation, Division of Highways.

Transportation Enhancement Funds

\$\$\$,\$\$\$

- D. Remove at project completion, and restore ground to its previous condition.
- E. Post a second sign in the location shown on the Drawings. This sign shall be used to post prevailing wage information, worker right-to-know information, and other important information related to the project.
 - 1. This second project sign shall be minimum 4' x 6' in size, on a sheet of ¾" plywood (exterior, or better grade), supported by 4" x 4" (minimum) wood legs, and shall contain a clear acrylic front and cover for the top and sides (to prevent rain and snow from damaging the posted announcements). In addition, the acrylic shall either be hinged or fastened to the plywood in such a way that periodic new announcements can be installed with ease and without inconvenience.
 - 2. Prepare a shop drawing, to a large scale, that shows the layout and construction of the second sign for approval by the SRA before fabrication.
- F. Post no other signs (including advertisements signs for contractors, subcontractors and suppliers), unless approved by the SRA.

3.1.5.9 - PERMITS

Secure all required approvals, permits, licenses or certificates. Provide one copy of each to the SRA.

- A. Contractor shall secure any building permits that might be required from the municipality or the County.
- B. Contractor will be responsible for paying for all trade licenses and certifications required by the municipality or the County to perform work.

3.1.5.9 - FIELD ENGINEERING

- A. Verify all dimensions and conditions in the field. (No additional compensation will be provided for inaccuracies in the dimensions or conditions shown on the drawings.)
- B. Verify all existing conditions, dimensions, clearances, and other considerations which may affect the proper execution of the work. Notify the Architect of any deviations in actual conditions and dimensions from those shown on the drawings. Be responsible for the correct fit and proper connection of all work with respect to actual conditions.
- C. Drawings are diagrammatic in nature and require field verification for actual field conditions and dimensional discrepancies found after contract start-up shall not be justifications to a claim for additional costs.
- D. Locate and protect ALL utilities in the project area irrespective of whether said utilities be public utilities or the utilities of the Site. Verify locations of all utilities before proceeding with the Work. Contact the State Utility Notification and the Municipality at least three working days prior to commencing any excavation.

3.1.5.10 - SUBSTITUTIONS

At the Initial Job Conference, submit to the Architect a complete Listing of Anticipated Substitutions:

- A. The Architect and SRA will judge the equivalency of any proposed substitutions.
- B. Any proposed substitutions will be listed in writing, with appropriate samples, manufacturers' literature, and technical performance data attached. The burden of proof that a proposed substitution is indeed acceptable will be on the Contractor.

- C. Acceptance of a substitution will not be grounds for relief from the responsibility for compliance with all the requirements of the Contract Documents. If changes in other parts of the work, including work being done by other contractors for the SRA, are required because of a substitution, Contractor will be responsible for any such changes, including the cost of any additional design services borne by the Architect and/or other consultants to the SRA.
- D. Verify in writing, that any proposed substitution meets or exceeds the requirements of the Specification. Submit supporting reference information and certifications as appropriate.

3.1.5.11 – CONSTRUCTION PHOTOGRAPHS

- A. Take photographs during the course of the work to document the following:
 - 1. The existing conditions before work begins.
 - 2. Items uncovered of exposed, particularly if they are unusual or of potential historical significance.
 - 3. The progress of the work.
 - 4. Mechanics performing the work.
 - 5. Items as they are being closed up.
 - 6. The completed project.
- B. Photographs should be taken with a digital camera, containing auto-focus and a flash to highlight low-light and interior conditions.
 - 1. All images shall be JPEG format.
 - 2. All images should contain a visible date stamp.
 - 3. All other metadata (i.e. type of camera, GPS locations, image number, caption, etc...) shall be encoded into each image, and not visible.
- C. Take at least two (2) photographs per day or an average of thirty (10) photographs per week. It shall be acceptable to take more than the minimum required number of photographs.
- D. Each week, print the photographs taken onto premium-quality, 8.5" x 11" photo paper.

- 1. Place four (4) images on each page.
- 2. Place each image's reference number beneath said image.
- 3. Prepare a photo caption sheet that keys each image by reference number and provides a brief description of the view including the names of individuals within the view and the date of the photograph.
- 4. Submit the photo pages and photo caption sheet to the SRA each week. DO NOT fall behind on this task.
- E. At project completion, submit to the SRA a compact disc (CD) or other suitable, mutually convenient means of electronic conveyance, all photographs plus a digital copy (in Word format) of all compiled photo caption lists.
- F. All submitted photographs shall become the property of the SRA, who shall reserve the right to use any or all photographs in publications, promotional literature, and other documents. The SRA shall provide credit to the Contractor when photographs are used for any publicly-circulated materials.

3.1.5.12 - CONSTRUCTION DRAWINGS

- A. Maintain one clean Xerox set or blueline set of constructions drawings and specifications on site at all times during the project. Changes made and conditions found that are different than those shown shall be marked and dated in red ink. These shall become the project "as-built" documents.
- B. Submit a clean set of the "as-built" documents, free of dirt, stains, smudges or other imperfections to the SRA at project completion.

3.1.5.13 – QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality of products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply fully with manufacturers' instructions. If manufacturers' instructions do not agree with drawings and specifications, ask direction from the Architect before proceeding.
- C. Comply with specified standards as a minimum quality for the work except when tolerances, codes, or specifications require higher standards or more quality workmanship.
- D. Meet specified standards, current as of project start date. Should specified standard conflict with drawings and specifications, ask direction form the Architect before proceeding.

E. Use only craftsmen who are highly skilled in their respective trade. Execute all work with the highest quality to meet or exceed the description and/or standard as specified for the work. The SRA retains the right to remove from the project any employee of the Contractor or subcontractor that does not show conformance to the standard of the work.

3.1.5.14 - TEMPORARY SANITARY FACILITIES

- A. Provide temporary sanitary facilities for use by the Contractor's employees, the SRA, the Architect and other people associated with the project. Take care to keep the sanitary facilities clean and maintained at all times.
- B. Do not use the sanitary facilities located in the Historic B&O Railroad Station building unless written approval is received from the NPS.

3.1.5.15 – TEMPORARY SERVICE DURING CONSTRUCTION

- A. Do not use the existing water hook-ups at the Station building unless written approval is received from the NPS.
- B. Contractor will be responsible to provide all electricity for all construction-related activities.
 - 1. Do not use any electrical hook-ups at the Station building unless written approval is received from the NPS.
- C. Bring all necessary telephones to the Site for the duration of the project. Use of Contractor's cell phones shall be acceptable.
- D. Provide a trailer (in the location to be determined by the SRA by permission of the NPS) for storing materials and equipment. Do not store materials or equipment in either head house or in the Station building.
- E. Parking of personal vehicles shall not be permitted in the Station parking lot. Contractor's vehicles shall be parked off-site away from the Station unless NPS gives contractor a written waiver to allow parking at the Station lot.
- F. Periodic job meetings will be held in the meeting room of the Historic B&O Railroad Station.

3.1.5.16 – PROTECTION

A. Erect barriers, barricades, signs, red plastic construction fencing and other protective devices to prevent unauthorized entry to construction areas and to

protect existing facilities, historic building materials, historic trees and plants, the SRA, visiting public and adjacent properties from damage or injury.

- B. Provide protection for rail commuters, rail users, visitors and staff/volunteers who may be entering/exiting the site during the course of the day and at times when the site is closed. Erect such barricades and covered walkways as are necessary to fully protect people using the building.
- C. Be solely responsible for the safety of all person in the Work Area, whether they are there legally or illegally.
- D. Coordinate protection requirements with the SRA before driving any equipment vehicles onto the site. This is a park environment; this project shall disturb as little of the site as possible.
- E. Repair, at no cost to the SRA, any areas of existing buildings, contents, landscaping, paving or other site features damaged during the work to the satisfaction of the Architect and the SRA. If damage occurs to these finishes as a result of the work, hire a Conservator, from a list supplied by the SRA, to perform an assessment of the damage and recommend conservation measures required, at no expense to the SRA. Upon acceptance by the SRA of the Conservator's Assessment Report, arrange for and have the Conservator perform these conservation measures on the damaged object and/or finishes at no cost to the SRA.
- F. Use caution when working directly adjacent to and on existing structures. (Provide all necessary shoring, bracing and temporary support to ensure that all existing walls, roofs, floors, and miscellaneous features remain structurally sound and are neither damaged nor moved during the work. Provide a plan for this work for acceptance by the SRA prior to proceeding.)
- G. Provide a UL listed fire extinguisher at all areas of work during the work, suitable for all types of fires.

3.1.5.17 – PROGRESS CLEANING

- A. Keep site clean and orderly, free of waste materials, construction-related debris, and rubbish. Provide thorough cleaning of the site daily. Remove all nails and sharp objects from the ground daily.
- B. Use of chutes and dumpsters shall be permitted only after receiving written permission from the SRA, and said dumpsters shall be placed only in locations approved by the NPS. Haul away all trash, construction debris, and other

unrequired materials as they accumulate, and do not permit them to clutter the site or create a fire hazard or safety threat.

3.1.5.18 - PRODUCTS AND MATERIALS

- A. Do not use materials removed from the site, except as specifically identified or allowed by the drawings and specifications, or as directed by the SRA. Store any materials designated by the SRA for salvage at a protected location on site or offsite, as designated by the SRA.
- B. No existing material shall be disposed of without the approval by the SRA. All new materials shall be stored in a safe place, as approved by the SRA.
- C. Use only those products that meet specified standards or description.
- D. In all cases where a devise or part of the products or equipment is herein referred, it shall apply to as many such items as are required to complete the installation.

3.1.5.19 - PROJECT CLOSEOUT

Submit the following at Final Inspection:

- A. All construction photographic materials
- B. As-Built drawings and specifications, two sets of full-size Xeroxes, marked in red, and signed by the Contractor with a written certification stipulating that the conditions found and the work performed by the Contractor are correctly shown on the drawings.

3.1.5.20 - FINAL CLEANING

- A. Perform a final cleaning prior to the Final Inspection.
- B. Clean debris from the site, and any areas affected by the work.
- C. Remove all work-related waste, surplus and demolished materials, rubbish, and construction facilities from the site.
- D. Thoroughly broom sweep all areas affected by the work.
- E. Clean special items, such as glass, hardware, mortar stains, and other items affected by the work.

4.0 CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- **4.2 Pricing Page:** Vendor should complete the Pricing Page by listing the unit cost for each item listed on the Pricing Page. Vendor should complete the Pricing Page in full as failure to complete the Pricing 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 Pricing Page to prevent errors in the evaluation.

- **5.0 PAYMENT:** Agency shall pay on a percent complete of total contract price, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- **6.0 FACILITIES ACCESS:** Performance of Contract Services will require access to the
 - **6.1** Coordinate access to the site, delivery and storage of materials, parking and working hours directly with the SRA. All demolition materials exiting the work area, all construction material deliveries to the work area, and all workers accessing the work area shall travel though the subway unless otherwise approved by CSX in writing.
 - **6.2** The work week for all parts of the Contract shall be Mondays through Fridays, between the hours of 7:00 am through 5:30 pm, local prevailing time. No work shall be done before hours, after hours, or on Saturdays, Sundays, or Holidays, except with the prior written approval of the SRA.
 - **6.3** The interior, exterior and the site immediately surround the Head Houses shall be considered the Work Area.
 - A. Except where specifically identified on the Drawings, the Historic B & O Railroad Station (Harpers Ferry Train Station) itself shall NOT be considered part of the Work Area. The Station is a working facility owned and operated by the National Park Service (NPS) (not the SRA); it is used daily by rail commuters, by

persons waiting to board Amtrak trains, by persons interested in the interpretive exhibits on the Station's interior walls, by persons using the public rest room facilities, and by the general public visiting Harpers Ferry.

- B. CSX Transportation owns and operates freight trains on the tracks (not the SRA). Be responsible for adhering to all safety and training requirements mandated by CSX.
- C. Contractor is to take care to protect rail commuters, rail riders, National Park Service employees, volunteers, visitors and the general public while working in the vicinity of the Head Houses.

7. DELIVERY AND RETURN:

7.1 Shipment and Delivery:

- A. Transport, handle, store and protect products in accordance with manufacturer's instructions.
- B. Deliver products to the site in unbroken rolls, bundles, sealed containers or bags, fully identified with the manufacturer's name, brand, type and grade.

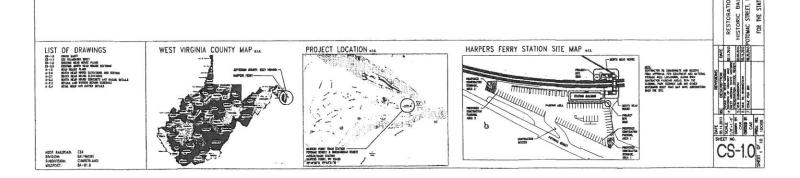
8. MISCELLANEOUS:

8.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours (M-F 6:30 AM EST – 4:30 PM EST) to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	
Telephone Number:	
Fax Number:	
Email Address:	

RESTORATION OF THE HEAD HOUSES AT THE HISTORIC BALTIMORE & OHIO RAILROAD STATION FOR THE STATE OF WEST VIRGINIA STATE RAIL AUTHORITY

120 WATER PLANT DRIVE
MOOREFIELD WEST VIRGINIA 26836
LUCINDA K. BUTLER, EXECUTIVE DIRECTOR
CHARLES W. HILL, PROPERTY MANAGER



CONSTRUCTION SUBMISSION CRITERIA

DEFICE OF CHIEF ENGINEER DESIGN, CONSTRUCTION & CAPACITY JACKSONVILLE, FLORIDA APRIL 3, 2009

LY FYCAVATION AND SHORING.

THE ACCINCT OF 115 CONTRACTOR SHALL SUBHIT AS DEFINED
ABOVE. A DETAILED PROJECTORE FOR THE INSTALLING
SHEETING/SHORING ADJACENT TO RAILROAD TRACKS.

- A SHORING PROTECTION SHALL BE PROVIDED WHEN EXCAVATING ADJACENT TO AN ACTIVE TRACK OR RAILROAD FACILITY OR AS DETERMINED BY CEST, SHORING VILL BE PROVIDED IN ACCORDANCE WITH AREXA HANIAL TOR RAILWAY ENGINEERING CHAPTER 8, PART 28 EXCEPT AS NOTED BLOW
- B SHORING MAY NOT BE REQUIRED IT MLL OF THE FOLLOWING CONDITIONS ARE SATISTED.

 L SCRAWARDS DOES NOT INFORMER UPON A 1] HORIZON TOP OF THE SATISTANCE OF THE

- C. WHEN THE TRACK IS DN AN EMBANCHENT, EXCAVATING THE TOC OF THE EMBANNERS THOUGHT SHORING MAY AFFECT THE STABILITY OF THE CHEMANNENT, THEREFORE, EXCAVATING OF THE CHEMANNENT TOE VITHOUT SHORING VILL NOT BE PERMITTED.
- D TRENCH BOXES ARE PROHIBITED FOR USE ON CSXT WITHIN THE THEORETICAL RAILPDAD LIVE LOAD INFLUENCE ZONE
- D PERMIN BOLES ARE ROPHIBITED TON USE ON CERT WITHIN THE THEORETICAL RALEDON LIVE LOAD INVILLAGE. TONC.

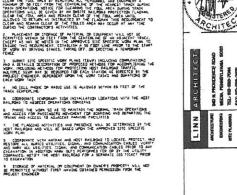
 1 THE REQUIRED PROTECTION IS THE COFFERING THE THE THEORETICAL CONTROL THE CONTRO

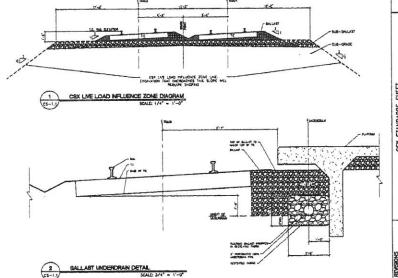
- THE GO STATE OF CALCULATIONS OF THE SHOPHING OSSIGN AND CALCULATIONS SHALL BE PREPARED BY AN OWNERS AND CALCULATIONS SHALL BE PREPARED BY AN OWNERS AND CALCULATIONS SHALL BE PREPARED BY AN OWNERS OF THE CANCENTY WHERE THE CANCENTS WAS SHALL BEAR HIS SHALL BE CAN HIS HIS SHALL BE CAN HIS SHAL

CIN RAILBOAD REQUIREMENTS

ALL ACTIVITIES VITHIN 35 FEET FADI NEAREST TRACK ARE CONSISSED FOR ING. CLEAR THE TOUL AREA OF REPOVING IN PRIMILARY OF SO FEET FROM THE CENTERLING TRAIN OFFSOTIONS ASSIGN FIRE CONTROL TRAIN OFFSOTIONS ASSIGN FOR THE AREA DEPARTISHED HILL SE GIVEN BY AN OBSITE CLEAR THE TOUL AREA AND FERSIN OLD

NO CELL PARKE OF MABIC LIKE IS ALLOWED WITHIN 85 FEET OF THE TRACE CENTERLINE.





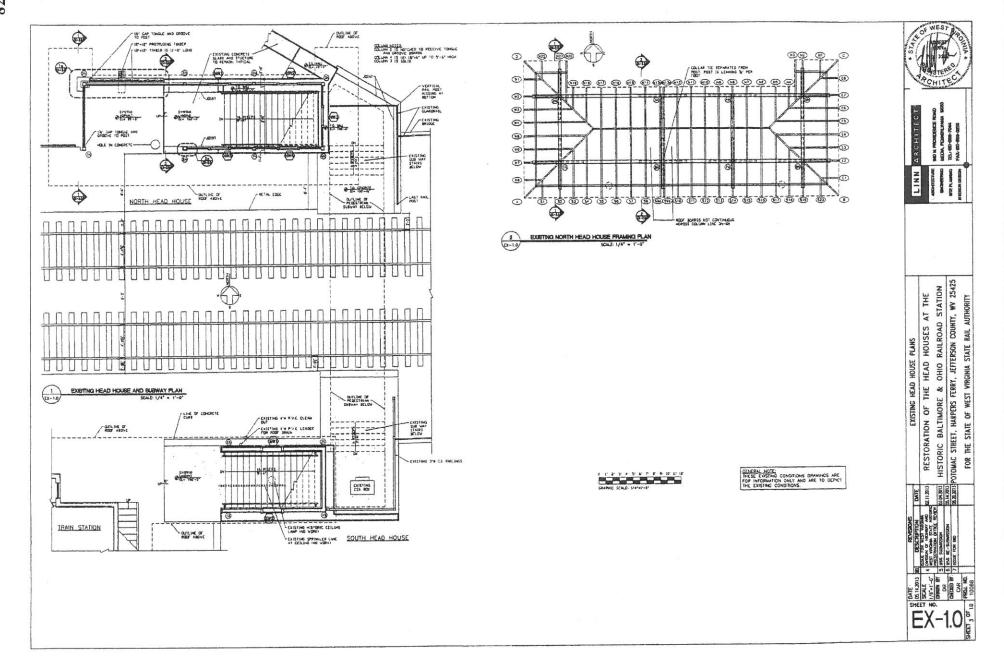


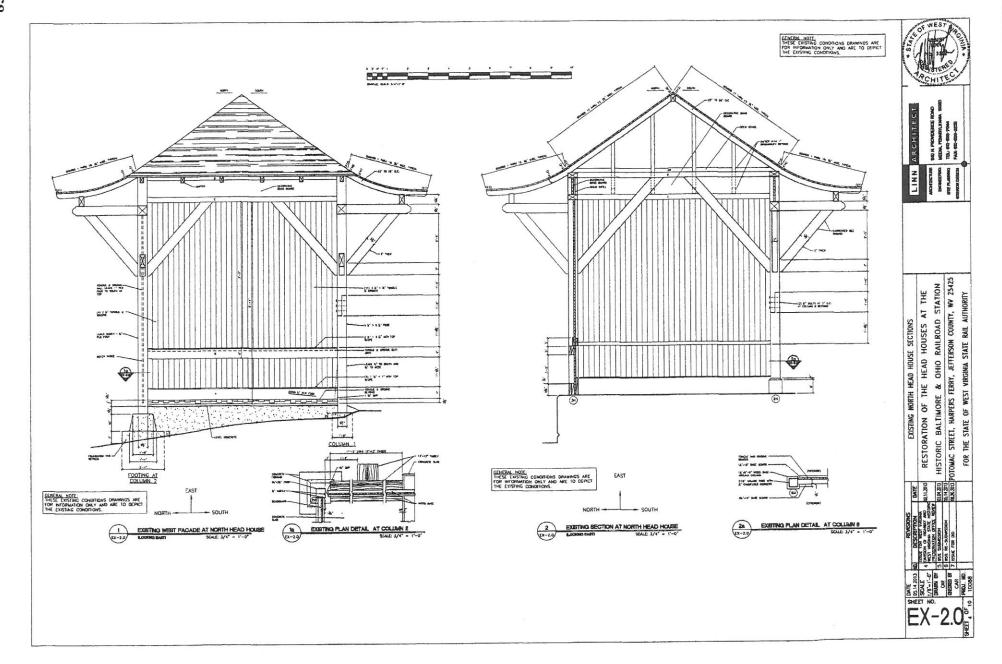
COUNTY, WV 25425 STATION 포

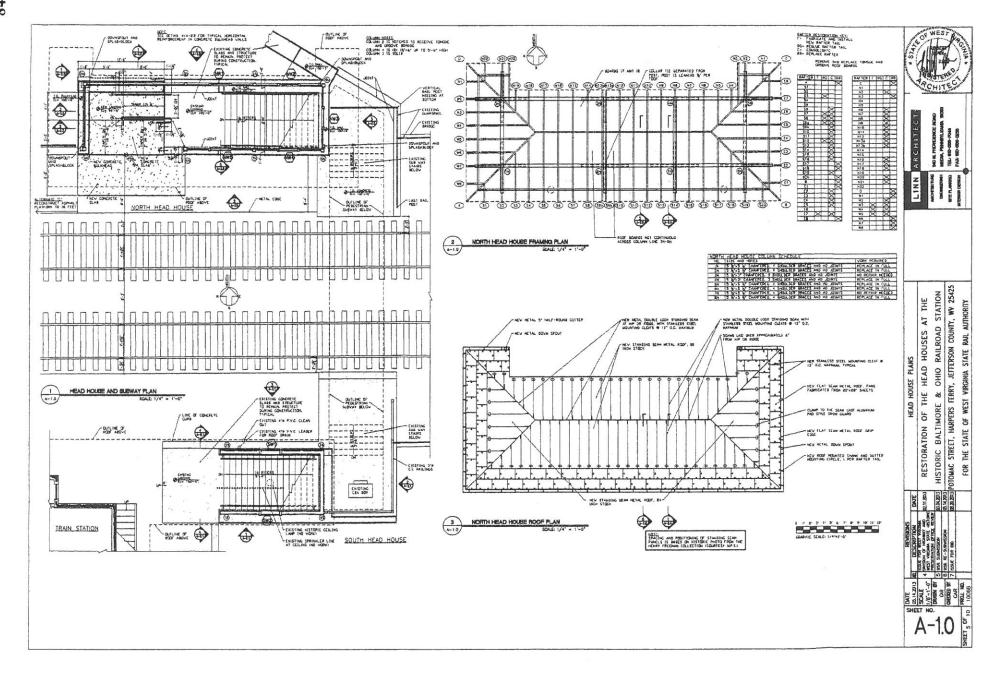
AT

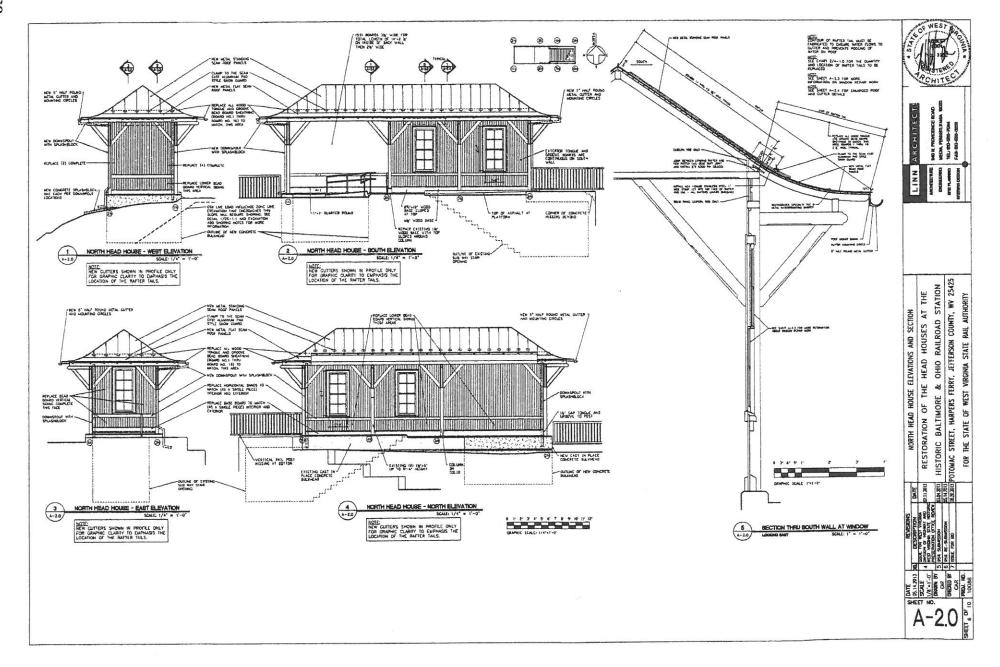
AUTHORITY

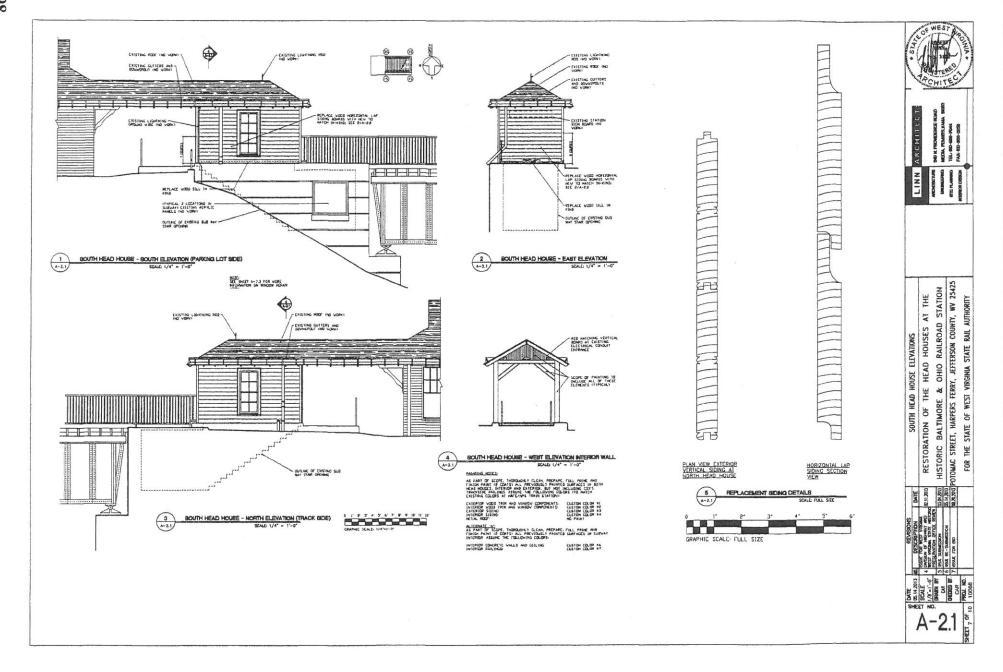
RAIL

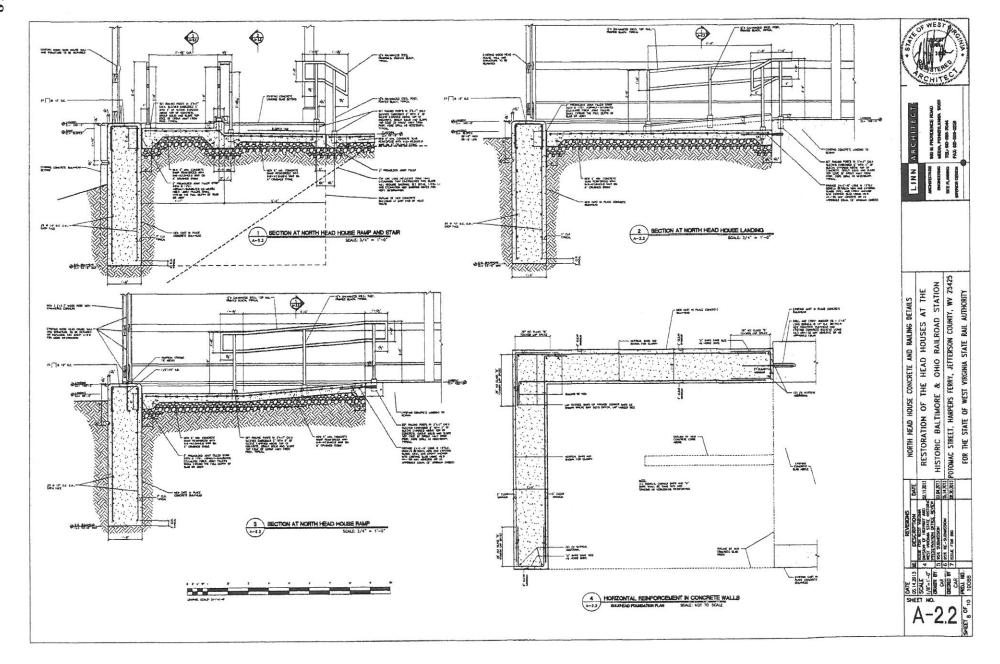


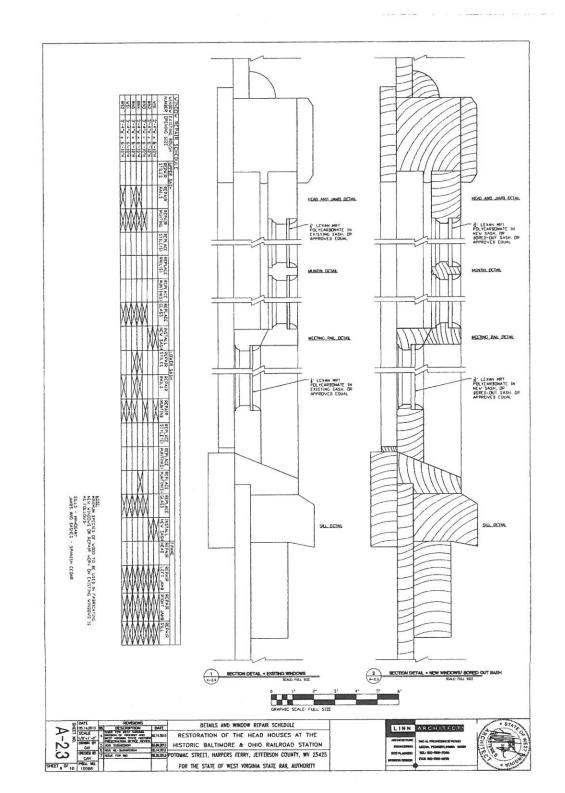


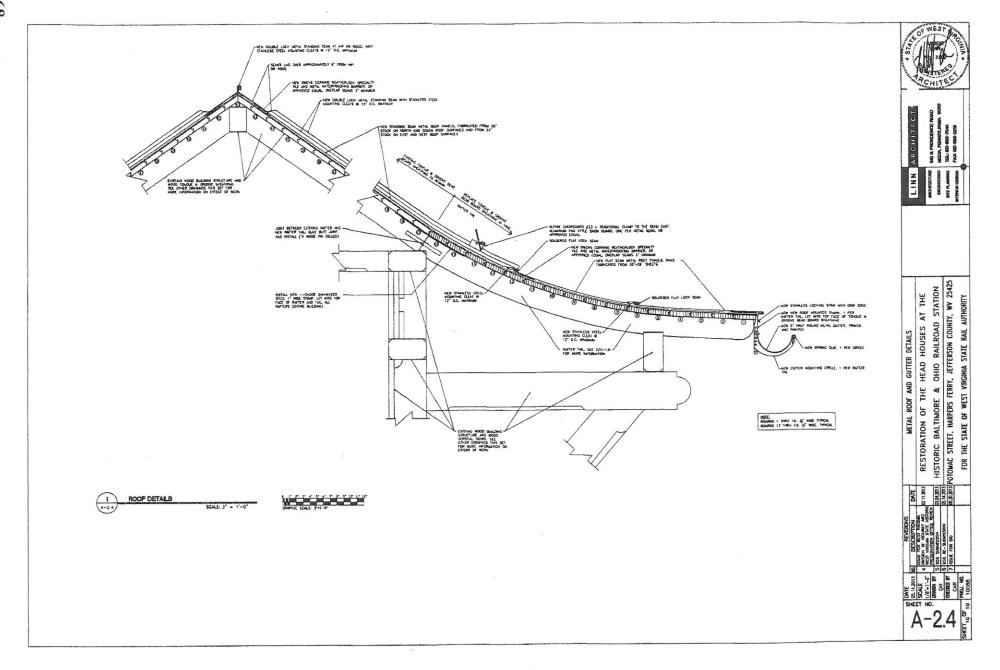












Restoration of the Head Houses at Harpers Ferry					
Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
117	Furn Key Restoration of 2 Head Houses		Each	1	
	TOTAL for Complete Restoration of both		EdCII	1	\$
_					
_			 	otal Bid:	Ś

^{*} Delivery: Items may be delivered to Potomac Street, Harpers Ferry, WV 25425 at areas designated for delivery and approved by the SRA and NPS

^{*} Delivery fees are to be included in the unit cost.

State of West Virginia Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia Code** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

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

Contract Identification:			
Contract Number:			
Contract Purpose:			
Agency Requesting Work:			
Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.			
Information indicating the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;			
Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;			
Average number of employees in connection with the construction on the public improvement;			
Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.			
Vendor Contact Information:			
Vendor Name: Vendor Telephone:			
Vendor Address: Vendor Fax:			

······································	AgencyREQ.P.O#
BID BOND	
 KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, 	
of,	
of,, a corporation o	
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, adr	ministrators, executors, successors and assigns.
The Condition of the above obligation is such that whereas the Price Department of Administration a certain bid or proposal, attached hereto and management	
NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal shall enter attached hereto and shall furnish any other bonds and insurance required by the agreement created by the acceptance of said bid, then this obligation shall full force and effect. It is expressly understood and agreed that the liability of event, exceed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agrees that way impaired or affected by any extension of the time within which the Oblig waive notice of any such extension.	ne bid or proposal, and shall in all other respects perform be null and void, otherwise this obligation shall remain in the Surety for any and all claims hereunder shall, in no the obligations of said Surety and its bond shall be in no
WITNESS, the following signatures and seals of Principal and Surety,	
Surety, or by Principal individually if Principal is an individual, thisday of	, 20
Principal Seal	(Name of Principal)
	(Must be President, Vice President, or Duly Authorized Agent)
	(Title)
Surety Seal	(Name of Surety)
	Attorney-in-Fact

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

(B)

AGENCY (A)

RFQ/RFP#_

BID BOND PREPARATION INSTRUCTIONS

				Bid Bond		
(A)	WV State Agency		ALL MEN BY THESE F			
(B)	(Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right	as Principal, and _	of(F)	of	,	
	comer of page #1)	(H)		tion organized	and existing under the laws	
(C)	Your Business Entity Name (or Individual Name if Sole Proprietor)	(J)	(I) as Surety,	are held and f	irmly bound unto The State	
(D)	City, Location of your Company	of West Virginia,	as Obligee, in the penal su	m of	(K)	
(E)	State, Location of your Company	(\$(L)) for the pa	yment of whic	h, well and truly to be made,	
(F)	Surety Corporate Name		erally bind ourselves, our l	heirs, administ	rators, executors,	
(G)	City, Location of Surety	successors and ass	igns.			
(H)	State, Location of Surety					84
(I)	State of Surety Incorporation				at whereas the Principal has submitte	
(J)	City of Surety's Principal Office	the Purchasing Se	ction of the Department of	Administration	n a certain bid or proposal, attached h	nereto
(K)	Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid"				r	
	or a specific amount on this line in words.			(M)		
(L)	Amount of bond in numbers					
(M)	Brief Description of scope of work					
(N)	Day of the month					
(O)	Month	NOW 1	THEREFORE			
(P)	Year	2.3	76 :11:1.1.11.			
(Q)	Name of Business Entity (or Individual Name	(a)	If said bid shall be rejo	ected, or	Distribution of	
(D)	if Sole Proprietor) Seal of Principal	(b)	if said bid shall be a	ccepted and th	e Principal shall enter into a contr	act in
(R)	Signature of President, Vice President, or	accordance with the	d as assessed and aball in	nereto and sn	all furnish any other bonds and insu	irance
(S)	Authorized Agent				ects perform the agreement created by and void, otherwise this obligation	
(T)	Title of Person Signing for Principal				and agreed that the liability of the	
(U)	Seal of Surety				ed the penal amount of this obligation	
(V)	Name of Surety	herein stated	anns nereunder snan, in h	io event, excee	a the penal amount of this obligati	ion as
(W)	Signature of Attorney in Fact of the Surety	nerent stated				
(**)	Digitative of Attenticy in Fact of the Surety	The Si	rety for value received	hereby stimulat	es and agrees that the obligations o	f said
NOTE 1:	Dated Power of Attorney with Surety Seal must accompany this bid bond.	Surety and its bon	d shall be in no way impai	red or affected	by any extension of time within white waive notice of any such extension.	ch the
	must accompany this bid bond.	WIT	NESS the following sign	naturae and ear	als of Principal and Surety, execute	d and
					Principal individually if Principal	
			day of (O)		Timelpar individually if Timelpar	15 411
		marridan, me_(r	()	,		
		Principal Seal			(Q)	
		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			(Name of Principal)	
			(R)			
			30.50	By	(S)	
				(Must b	e President, Vice President, or	
				Duly	Authorized Agent)	
				-	(T)	
					Title	
		Surety Seal			(V)	
		Sarety Sour	(U)	-	(Name of Surety)	
			(~)		(rame of barety)	
					(W)	
					Attorney-in-Fact	

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

WV-73 Rev. 08/2013

CTATE OF MECT MEDITA



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

SIAI	E OF WEST VIRGINIA,
cou	NTY 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.
The a	bove statements are sworn to under the penalty of perjury.
	Ву:
	Title:
	Company Name:
	Date:
Take	, subscribed and sworn to before me this day of,
Ву С	mmission 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.	
---------	--

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

- "Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.
- "Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.
- "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name:		
Authorized Signature:		ate:
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	

Purchasing Affidavit (Revised 07/01/2012)

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.:

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.

	Numbers Received: ox next to each addendum received:	ved)		
	Addendum No. 1		Addendum No. 6	
	Addendum No. 2		Addendum No. 7	
	Addendum No. 3		Addendum No. 8	
	Addendum No. 4		Addendum No. 9	
	Addendum No. 5		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.

. .