

REQUEST FOR QUOTATION
Alpine Theatre Restoration Project, Rear Addition

Part 1 GENERAL INFORMATION

1.1 Purpose:

The Alpine Theatre Restoration Committee as part of Main Street Ripley is soliciting quotations to provide construction services as defined for the rear addition of the Alpine Theatre restoration project.

1.2 Project:

The purpose of the project is to construct an addition onto the rear of the existing theatre building. Detailed specifications concerning dimensions, electrical, plumbing, HVAC, and performance platform construction are contained in the following sections of the RFQ.

1.3 RFQ Format:

This RFQ has four parts. "Part 1" contains informational sections, "Part 2" describes the background and working environment of the project, "Part 3" is a statement of the specifications for the services requested pursuant to this RFQ, contractual requirements, and general terms/conditions and "Part 4" contains the bid sheets required for project bid and review.

1.4 Inquiries:

Additional information inquiries regarding specifications of this RFQ must be submitted in writing to the project manager with the exception of questions regarding quotation submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Jennifer Fox, PE
Fox Engineering PLLC
Carson's Corner Professional Building
101 Court Street
Ripley, WV 25271
Fax: (304) 372-4100

1.5 Vendor Registration:

Vendors submitting bids on this project must be licensed to perform work in the State of West Virginia, and must supply their contractor's license number as part of their bid sheet.

1.6 Oral Statements and Commitments:

Vendor must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and any Main Street Ripley or Alpine Theatre Restoration Committee personnel is **not** binding. Only the information issued in writing and added by an official written addendum is binding.

1.7 Contract Terms and Conditions:

Section "3" details the contractual terms and conditions under which Main Street Ripley will enter into a contract.

1.7.1 Bids and required copies must be received in the Carson's Corner Professional Building **prior** to the date and time stipulated in the RFQ as the opening date. All bids will be date and time stamped to verify official time and date of receipt.

1.7.2 Vendors mailing quotations should allow sufficient time for mail delivery to ensure timely arrival. Neither Main Street Ripley nor the Alpine Theatre Restoration Committee can waive or excuse late receipt of a quotation which is delayed and late for any reason. Any quotation received after the bid opening date and time will be immediately disqualified in accordance with administrative rules and regulations.

Submit:

One original bid sheet and three (3) convenience copies to:

Jennifer Fox, PE
Carson's Corner Professional Building
101 North Court Street
Ripley, WV 25271

1.7.4 Quotation Submission: All quotations and convenience copies must be received at the Carson's Corner Professional Building prior to the specified date and time of the bid opening.

1.8 Bid Opening: Main Street Ripley will open the bids on the date and time specified in the Request for Quotation. The Main Street Ripley representative will read aloud the names of those who responded to the solicitation to confirm receipt, and to announce the bid prices submitted.

1.9 Contract Approval and Award: After the bids have been opened, the Alpine Theatre Restoration committee will perform a review and makes its recommendation based on the lowest-cost, qualified vendor to the Main Street Ripley Board of Directors.

Once approved by the Board, the contract will be signed by Main Street Ripley, encumbered and mailed to the appropriate parties.

1.10 Rejection of Quotations:

The Main Street Ripley Board of Directors reserves the right to accept or reject any or all quotations, in part or in whole at its discretion. The Board reserves the right to withdraw this RFQ at any time and for any reason. Submission of, or receipt by Main Street Ripley of quotations confers no rights upon the bidder nor obligates Main Street Ripley in any manner.

A contract based on this RFQ and the Vendor's quotation, may or may not be awarded. Any contract resulting in an award from this RFQ is not valid until properly approved and executed by Main Street Ripley.

1.11 Incurring Costs:

Neither Main Street Ripley nor any of its staff or officers shall not be held liable for any expenses incurred by any bidder responding to this RFQ for expenses to prepare, deliver the quotation, or to attend any mandatory pre-bid meeting or oral presentations.

1.12 Addenda:

If it becomes necessary to revise any part of this RFQ, an official written addendum will be issued by Main Street Ripley to all bidders of record.

1.13 Independent Price Determination:

A quotation will not be considered for award if the price in the quotation was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the quotation is submitted as a joint venture.

1.14 Price Quotations:

The price(s) quoted in the bidder's quotation will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.15 Public Record:

1.15.1 *Submissions are Public Record.*

All documents submitted Main Street Ripley related to purchase orders/contracts are considered public records. All bids, quotations, or offers submitted by bidders

shall become public information and are available for inspection during normal official business hours in the Main Street Ripley office after the award is complete.

1.15.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

1.15.3 Risk of Disclosure.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a bidder are the only exemption to public disclosure. The submission of any information to the Main Street Ripley by a vendor puts the risk of disclosure on the vendor. Main Street Ripley will make a reasonable effort not to disclose information that is within the guidelines of §29B-1-4 and is properly labeled "proprietary information not for public disclosure". Main Street Ripley does not guarantee non-disclosure of any information to the public.

1.16 Schedule of Events:

Release of the RFQ.....	09/18/04
Mandatory Prebid Conference	09/27/04
Vendor’s Written Questions Submission Deadline.	09/28/04
Addendum Issued	09/29/04
Bid Opening Date (4pm).....	10/1/04

1.17 Mandatory Prebid Conference:

A mandatory prebid conference shall be conducted on the date specified above at Carson’s Corner Professional Building, 101 Court Street, Ripley, WV at 10:00am. Said conference will be held in the Carson’s Corner Professional Building conference room. A walkthrough of the theatre and review discussion/question and answer session will immediately follow the formal part of the prebid meeting. **All interested bidders are required to be present at this meeting. Failure to attend the mandatory prebid conference shall automatically result in disqualification. No one person can represent more than one vendor.**

1.18 Bond Requirements:

No bonds will be required as part of this RFQ submission or in the final awarded contract. Bidders are reminded, however, that prevailing wage rates do apply, and that labor costs shall be based on the State of West Virginia prevailing wage rates.

1.19 No Debt Affidavit:

There is no "No Debt" affidavit required as part of the RFQ submittal.

PART 2 OPERATING ENVIRONMENT

2.1 Location:

The work is located at the Alpine Theatre on West Main Street in Ripley, West Virginia, across from the Jackson County courthouse.

2.2 Background:

To date, the Alpine Theatre has been purchased by Main Street Ripley and has undergone renovations to the front façade and entryway, as well renovations to the main ceiling, HVAC systems, roof, and a portion of the electrical work. The theatre is presently empty with the exception of certain construction materials inside which have been donated by local vendors. Funding for this project has been and continues to be raised by the Alpine Theatre Restoration committee with matching funds being provided through a grant from the West Virginia Division of Culture and History. This project, the rear addition, is structured to address the finalized exterior work so that preparations may begin for continued interior renovations.

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

The goals to be accomplished for this project include the following:

- a) Perform construction of an addition to the rear of the theatre to include rough-in electrical, plumbing, HVAC addition, and connection to the City of Ripley's sanitary sewer system.
- b) Provide new electrical service to facility as specified.
- c) Provide roof drainage to City of Ripley's storm sewer as specified.

e) Perform modifications to the performance platform area and construct a performance platform to include steps.

Special Note: Much of this project involves connections into the City of Ripley's utilities. It is the sole responsibility of the successful contractor to insure that all connections are in full compliance with City of Ripley code, and all connections must be inspected and approved by the City of Ripley prior to requesting payments for "substantial completion". Questions specifically concerning City of Ripley codes and/or existing utility locations shall be addressed to Mr. Tim King, City of Ripley maintenance supervisor, at 304 372-3482.

3.2 Scope of Work:

Attachment 1 provides detailed plans and fairly specific dimensions to the areas included in this project. Bidders are reminded that the rough-ins for plumbing connections must be made such that when fixtures are installed, they will be within the measurements defined in the Americans with Disabilities Accessibility codes. Electrical rough-ins shall factor into consideration sufficient lighting and receptacle locations, and circuits shall be wired such that they are rated at 125% of the calculated load capacity, or in accordance with Standard Electrical Code, whichever is higher.

3.2.1 Addition to Rear of Theatre:

The exterior walls of the new addition will be constructed with 8" block from footer to truss levels, and will consist of the set-loading and dressing room/restrooms on the lower level with storage on the upper level as illustrated.

3.2.1.1 Footer and Ground Preparation:

The footer shall be poured such that the final floor height of the lower level of the addition matches with the finished height of the performance platform. The doors on the existing rear egress will be removed, and the existing foundation wall will be filled concrete reinforced with #5 rebar to a height consistent with the new slab-on-grade height. On the exterior, the existing sunken concrete/block wall will be removed and the existing area below grade will be filled with an appropriate aggregate or fill material. A 2'0" x 1'0" footer shall be poured at a appropriate depth such that the block walls will be properly supported while allowing for concrete slab-on-grade lower floor. This slab-on-grade will consist of an approximate 12" crusher-run aggregate base, a 6 mil vapor barrier, and 4" concrete reinforced 6" x 6" wire mesh. Special care will be take to slope the ground surrounding the new addition away from the building to preclude further drainage problems.

3.2.1.2 Lower Level:

The lower level will have a minimum finished ceiling height of 8'0" in the dressing/restroom areas and a minimum 10'0" height in the set-loading area. Interior walls will be constructed of 2" x 4" studs with 3 1/2" fiberglass batts (sound insulation) and finished with 5/8" Fire Code drywall. Exposed interior block walls will also be studded and finished in like manner where the block is part of an exterior wall, and exposed block on the interior (old wall) will be furrowed with 7/8" MTL and covered with 5/8" Fire Code drywall. Ceilings will be constructed with 5/8" Fire Code drywall finish. A minimum of twelve (12) duplex electrical outlets will be installed in the dressing room area, and a minimum of two (2) duplex outlets installed in each restroom. Wiring will be in accordance with specifications contained in the electrical section. Ingress to the new lower area will be accomplished via the installation of doors as shown. Block will be removed from the existing rear wall to accommodate the door sizes, and new lintels will be added above the door frames for structural support. Additionally, the fan presently located in this wall will be removed and filled-in with either block or appropriate cmu. Upon completion, all exposed exterior block will received two (2) coats of paint in a color to be determined by the owner.

Restroom requirements call for the plumbing rough-in of two toilets, two shower stalls, two sinks, and a 40 gallon hot water tank. Water supplies for the restrooms will be located at a common point, but will not be tie-in in to actual supplies during this project. Sewer drains for the restrooms will be installed coming to a common tie-in under the dressing room floor, and will exit the building and tie in to a sanitary sewer line located approximately 15' west of the dressing room wall. Additionally, rough-in electrical wiring in the restrooms will include allowances for both overhead fixtures as well as over sink/mirror lighting on separate switches. In all cases where duplex outlets, switches, and lighting installation are specified, rough-in shall mean all components with the exception of the finish covers. Installation of exhaust fans and associated wiring and switches is also included in this project.

The dressing room area will contain a minimum of ten (10) recessed lighting fixtures and associated wiring and switches, with two (2) additional circuits wired with separate switches for lighting above the dressing counter which will be installed at a later date.

The set loading area will contain a minimum of twenty-four (24) recessed overhead fixtures wired to a central panel with sufficient dimmer switches to accommodate the calculated electrical load. These lights will be wired in banks so that the lighting may be raised or lowered, depending on the needs of a specific area at the time.

3.2.1.3 Attic/Storage:

The upper attic/storage area shall be constructed to accommodate an 8'0" ceiling height in the center above the dressing/restroom area and a center ceiling height of 6'0" above the set loading area. The upper level will be separated from the lower level via a floor construction of 2" x 12" at 16" OC containing 6" fiberglass insulation and covered with 3/4" tongue and groove plywood. Additionally, a 5/8" Fire Code drywall ceiling will be installed to include 6" fiberglass insulation. Access to this area will be accomplished via a set of pull-down stairs (largest available standard size) installed next to either exterior wall in the set loading area. A minimum of four overhead light fixtures will be installed to illuminate the area, with a switch located in proximity to the access hatch.

3.2.1.4 Roof and Gutters:

The roof will consist of a conventional wood truss system with a 3 on 12 pitch, covered with 5/8" plywood, a layer of 15 lb. felt, and 25-year asphalt shingles. A combination of a ridge vent and either soft vents or a gable end vent will be installed to insure sufficient attic ventilation. New gutter and downspout (6" minimum) will be installed to tie-in to the existing parapet-style gutter and brought to the rear of the new addition. From here, the left side drain will cross the back and tie-in to the right side drain and dropped to the new ground drain covered in the next section. Additionally, the existing roof drains on the building adjacent to the left will be tied-in to the new addition's left drain for drainage purposes.

3.2.1.5 Storm Drain:

A new 8" drainline will be installed from the rear of the new addition and tied-in to the City of Ripley's existing storm drain located on Court Street. The Owner will ensure that all right-of-way issues are resolved prior to construction of this drain.

3.2.1.6 Electrical:

A new 600A, 1 phase, electrical service will be installed in as shown at either the rear of the dressing room area or in the set loading area (final location will be determined based on recommendations of the power company). Power for this service will be provided by AEP via a new pole/transformer located at the rear of the building. This 600A service will be sub-divided into three (3) separate 200A panels as follows:

a) One panel will contain a single 200A breaker and will be wired via overhead aluminum conduit in the set loading area to the new existing conduit running from the rear of the theatre to the front of the theatre. This panel will provide power for the existing 200A panel located at the theatre's front, and will supply power for existing HVAC, house lights, restrooms, concession, and equipment located and to be located in the front of the theatre.

b) A second 200A panel will be located adjacent to the first containing a 200A breaker and sufficient breakers appropriately sized to handle the electrical loads in the new restrooms/dressing areas, the new HVAC system, and all permanently installed equipment and illumination for the performance platform and new addition. Duplex outlets are to be wired such that no more than three (3) outlets are contained on any one 20A breaker.

c) A third 200A panel will be located adjacent to the first to containing a single 200A breaker with sufficient additional space to provide for twenty (20) circuit future capacity to be utilized for performance equipment requirements, such as lights, sound, and theatrical props. A separate ground wire and ground rod will be installed to this panel to preclude electrical interference with sound equipment.

3.2.1.7 Performance Platform:

The existing performance platform area will require debris removal to bring the area level, removal of two non-loadbearing walls, construction of a new performance platform, installation of four doors into the set loading area, and installation of steps leading onto the platform as shown. The performance platform itself must be appropriately sound-proofed, and provide access underneath for installation of stage utilities. **NOTE:** Removal of the existing walls will require additional support bracing across the area.

The platform floor will consist of 6" wide knee walls designed to support a platform constructed of 2" x 12" boards located 16" OC with 6" sound batts between the joints.. This platform will be covered with a sub-floor made of ¾" tongue and groove plywood. The platform will also require the installation of a 5 riser, 4 tread stair with handrail for access as shown.

Electrical requirements for the platform include the installation of nine (9) duplex outlets located equidistantly along the three walls in accordance with the electrical requirements listed in the electrical section.

3.2.1.8 HVAC REQUIREMENTS:

The HVAC system will be comprised of split unit of at least a 115,000BTU gas furnace of minimum 90% efficiency with an air conditioner unit/evaporator coil of at least 5-ton capacity with all associated duct, supplies, returns, diffusers, and thermostats. Units may be installed near the loading dock, in the attic/storage, or on the roof. Final determination of unit locations will be determined upon successful award of contract. Fan capacity for the HVAC will be sized to accommodate a minimum fresh air capacity of 200 CFM and be able to exchange the air in the area at least once per every one and one-half minutes.

3.2.1.9 Special Note on Materials:

Currently located within the theatre is an existing inventory of construction supplies which have been donated to this project by local retailers. Bidders are invited to include usage of these supplies as part of their bids, and to subtract these materials from their cost projections to lower their overall bid amount.

3.3 Special Terms and Conditions:

3.3.1 Bid and Performance Bonds: As stated in Section 1.18, no bond requirements exist as part of this RFQ.

3.3.2 Insurance Requirements: Successful bidder will be required to submit a certificate of proof of liability insurance in the amount of at least 1 million dollars. Insurance certificates are required prior to award but are not required at the time of bid.

3.3.3 License Requirements:

A valid copy of a West Virginia General Contractor's License must be submitted as part of the technical quotation package.

3.3.4 Litigation Bond: This RFQ contains no Litigation Bond Requirements.

3.3.5 No Debt Affidavit: This RFQ contains no "No Debt Affidavit" Requirements.

3.4 General Terms and Conditions:

By signing and submitting their quotation, the successful Vendor agrees to be bound by all the terms contained in Section Three (3) of this RFQ.

3.4.1 Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Main Street Board of Directors.

3.4.2 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, Main Street Ripley shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

3.4.3 Vendor Relationship:

The relationship of the Vendor to Main Street Ripley shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to 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 RFQ and resulting contract. Neither the Vendor nor any employees or contractors of the vendor shall be deemed to be employees of Main Street Ripley for any purposes 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, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless Main Street Ripley, and shall provide Main Street Ripley 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.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Main Street Ripley Board of Directors.

3.4.4 Indemnification:

The vendor is wholly responsible for the purchasing and payment for all materials utilized on this project. The Vendor agrees to indemnify, defend and hold harmless Main Street Ripley, 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; (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 laws.

3.4.5 Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between Main Street Ripley and the Vendor. In addition, the RFQ and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFQ and the Vendor's quotation in response to the RFQ.

3.4.6 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

3.4.7 Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the Main Street Ripley is exempt from any taxes regarding performance of the scope of work of this contract.

3.4.8 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products

to be delivered under the terms of this contract. Main Street Ripley will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of Main Street Ripley, enter into written subcontracts for performance of work under this contract, however, the vendor is totally responsible for payment of all subcontractors.

3.4.9 Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of six (6) months. The vendor may terminate the contract for any reason upon giving Main Street Ripley ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by Main Street Ripley and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by Main Street Ripley upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

3.4.10 Contract Termination:

Main Street Ripley may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. Main Street Ripley shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, Main Street Ripley shall issue the Vendor an order to cease and desist any and all work immediately. Main Street Ripley shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

3.4.11 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by Main Street Ripley and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be

necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from Main Street Ripley, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide Main Street Ripley a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

3.4.12 *Invoices, Progress Payments, & Retainage:*

The Vendor shall submit invoices, in arrears, to Main Street Ripley pursuant to the terms of the contract. Progress payments may be made at the option of Main Street Ripley on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Main Street Ripley with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

3.4.13 *Liquidated Damages:* There is no Liquidated Damage Clause included as part of this RFQ.

3.4.14 *Record Retention (Access & Confidentiality):*

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Main Street Ripley at Vendor's location during normal business hours upon written request by Main Street Ripley within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Main Street Ripley to the extent required for Vendor to carry out the duties and

responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless Main Street Ripley against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by Vendor.

PART 4 – VENDOR QUOTATION FORM

(Bid will be awarded to the qualified vendor with the lowest total proposed cost)

A) Bid for construction of addition minus installation of storm drain

\$ _____

B) Bid for construction of storm drain *

\$ _____

C) Allowance (deduct) for existing on-hand materials

\$ _____

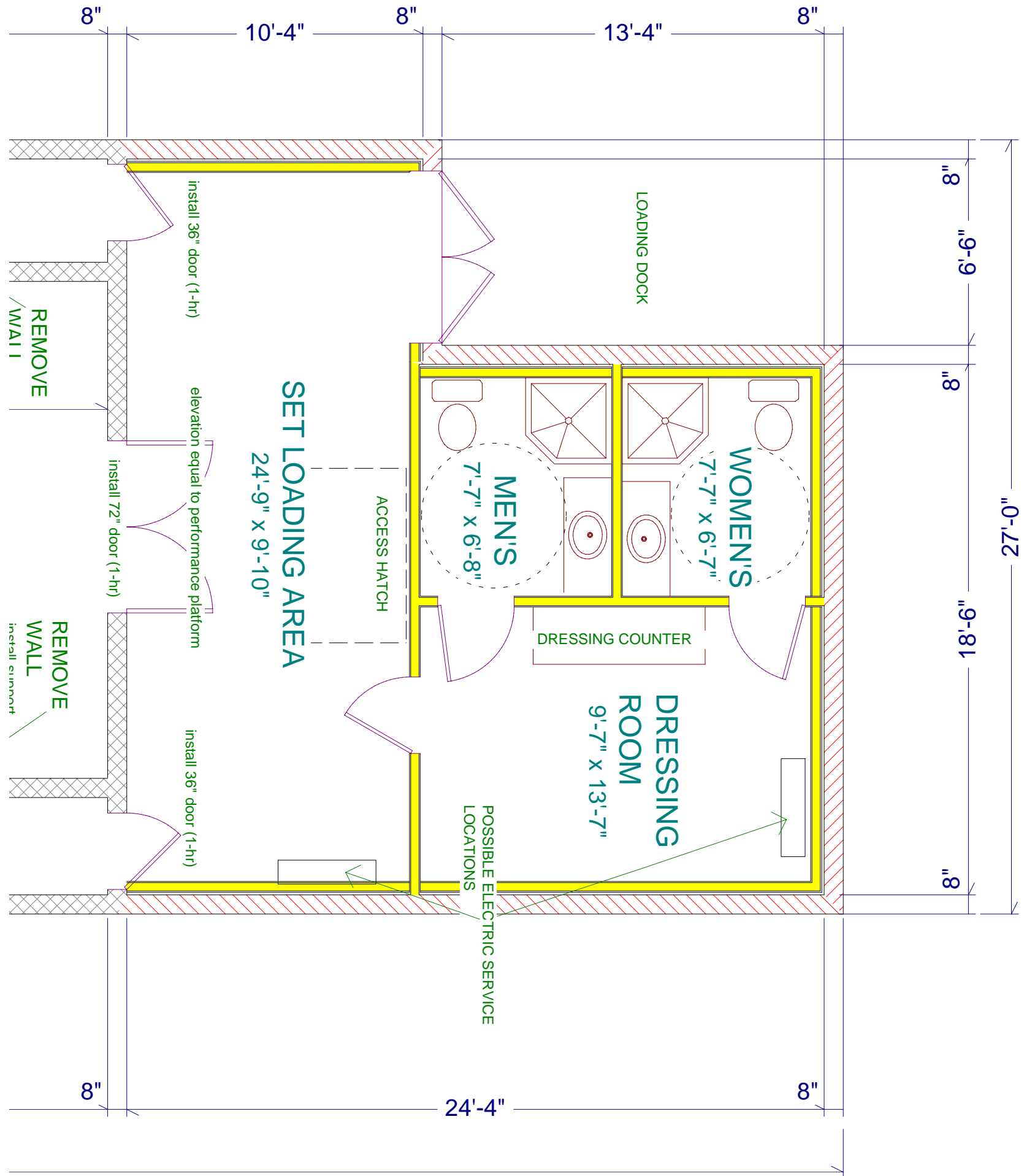
D) Total Project Bid (A + B – C) = \$ _____

* If right away has not been secured for this project prior to bid award, this portion of the project may be re-bid at a later time.

Company

Representative

Date

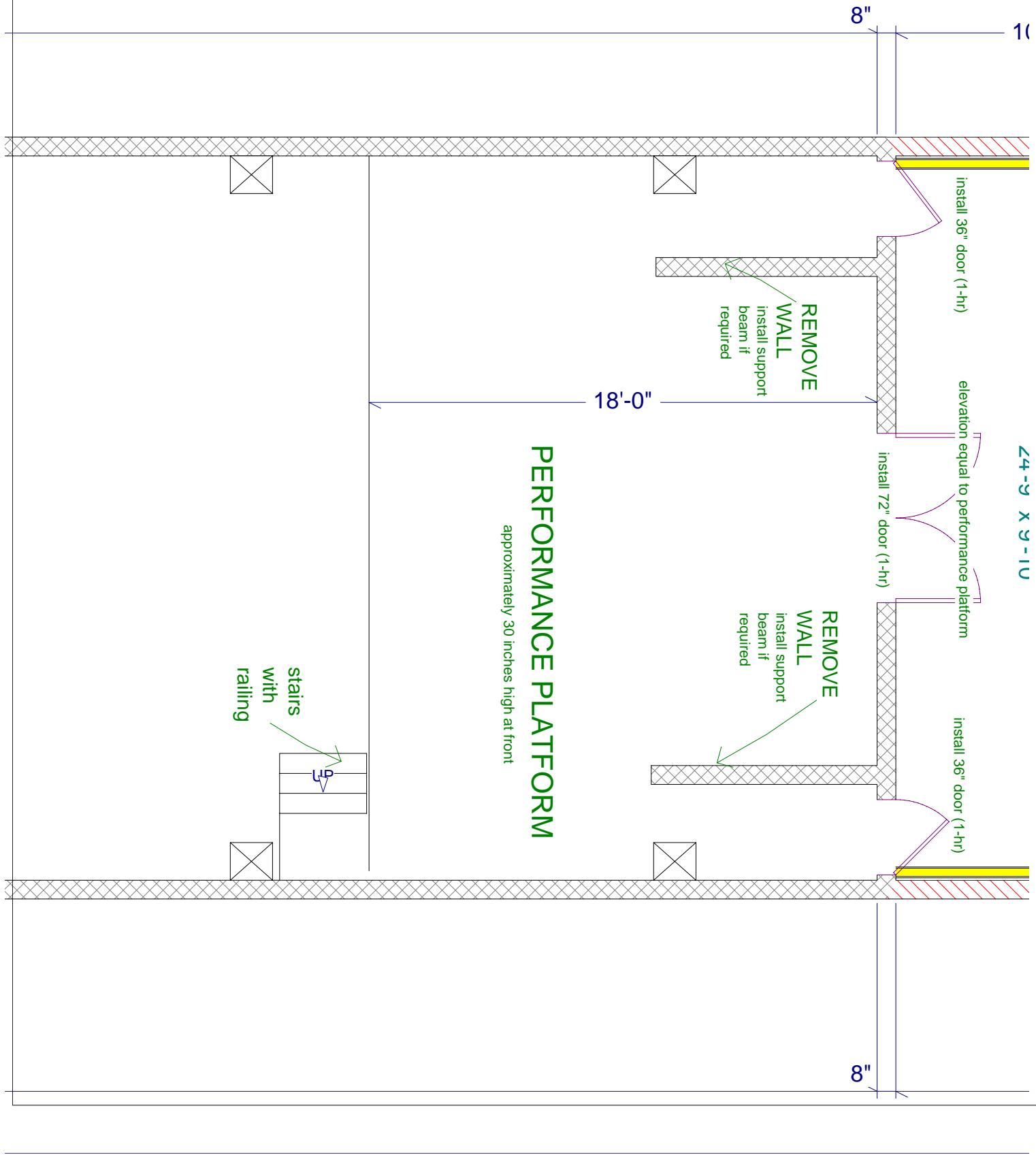


REAR ADDITION

ALPINE
THEATRE

Date:
8-2004
Rev:

Page #



PERFORMANCE PLATFORM

ALPINE THEATRE

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Custom Home Designs
by:
Jennifer W. Fox, P.E.